



SERVICE WORKS GLOBAL NORDIC – TERMS AND CONDITIONS FOR CONSULTING SERVICES

1. General

- 1.1 These terms and conditions for consulting services (the "T&C") are applicable for all consulting services carried out by consultants and employees on behalf of applicable Service Works Global Nordic company ("SWG") for the customer ("Customer").
- 1.2 In addition to these T&C's SWG's General Standard T&C shall apply and prevail. Thus, any indemnifications and warranties in these T&C's are subject to any limitation of liability in SWG's General Standard T&C.
- 1.3 These T&C's together with SWG's General Standard T&C and any agreement, appendices and/or accepted offers constitutes the agreement between the parties (the "Agreement").

2. Consulting Services

- 2.1 SWG shall perform the consulting services in a professional manner and in accordance with what the parties have agreed in writing.
- 2.2 SWG's consulting services are performed during office hours local time on regular business days in the country of the applicable SWG company. For any consulting services which are performed outside office hours SWG is entitled to compensation for overtime.
- 2.3 SWG may engage subcontractors for the performance of the agreed consulting services, provided that SWG is responsible for the results of such subcontractor's work.

3. Liability for faults

- 3.1 SWG shall only be liable for faults caused by SWG's negligence. In order to be valid, claims for faults shall be made within two (2) months after the circumstance giving rise to the claim became or should have become known to the Customer. Such claims may, under no circumstances, be made later than one (1) year from the date of delivery of the consultancy services to which the claim relates. If the Customer has made a valid claim for faults SWG shall, without undue delay and in its sole discretion, either correct the fault or give the Customer a reasonable price reduction.

- 3.2 The remedies set forth above shall be the Customer's sole and exclusive remedies in case of a claim as referred to in clause 3.1.

4. Fees, Expenses, Travel Costs and Overtime

Unless otherwise is agreed between the parties in writing, consulting services performed by SWG to the Customer under the Agreement shall be paid for on a time and materials basis in accordance with SWG's at the time of execution of the consulting services applicable standard prices. In addition, any compensation for SWG's expenses, travel costs or overtime fees will apply.

5. Approval of delivery

- 5.1 The Customer shall, by written notice to SWG, verify that the result of the consulting services fulfils what the parties have agreed in writing during an acceptance inspection period of seven (7) working days, or any other period the parties have agreed in writing, prior to the date of delivery of the result of the consulting services to which the verify relates.
- 5.2 The result of the consulting services fulfils what the parties have agreed in writing if the acceptance period terminates without any legitimate complaints being notified by the Customer to SWG in writing, or if the Customer, following the termination of the acceptance inspection period, uses the results of the consulting services without SWG's written consent.

6. Delay in delivery

- 6.1 Where SWG is in delay due to circumstances for which the Customer is responsible, or due to circumstances beyond SWG's reasonable control, SWG shall be entitled to a reasonable extension in time.
- 6.2 If the consulting services have not been delivered to the Customer on any agreed date of delivery, and the delay is not caused by the Customer or circumstances beyond SWG's reasonable control, SWG shall pay liquidated damages if the parties have agreed so in writing. When liquated damages have been agreed such liquated damages shall be the sole remedy available to the Customer in case of delay.



7. The Customer's Obligations

7.1 The Customer shall:

- (a) give SWG access to all premises, equipment, systems, etc. required to enable SWG to perform the consulting services;
- (b) provide SWG with correct and required information reasonably required for the SWG's performance of the consulting services;
- (c) upon SWG's request, provide SWG with access to its hardware and software via a remote-controlled data transmission;
- (d) upon SWG's request, provide SWG with a primary contact person. The primary contact person shall be authorized to represent the Customer towards SWG in all respects with regards to the consulting services. The primary contact person shall also endeavor to achieve efficient co-operation between the Customer and SWG's customer support staff; and
- (e) in any other way(s) assist SWG in fulfilling its obligations pursuant to the Agreement, including but not limited to, by placing staff, working space, software and hardware at SWG's disposal, as well as by co-operating with SWG.

8. Intellectual Property Rights

8.1 Each party shall retain the complete ownership of all intellectual property rights which exist at the signing of the Agreement or which have been created outside the Agreement.

8.2 SWG shall be the exclusive owner of any and all results, including any thereby associated knowhow and intellectual property rights, created by SWG in the course of performing the consulting services ("Results"). Subject to the Customer's timely payment of fees and other remunerations in accordance with the Agreement, SWG hereby grants to the Customer a non-exclusive, perpetual and non-transferable license to use the Results for the intended purpose, for its internal use only.

9. Infringement of Intellectual Property Rights

9.1 Subject to the limitation of liability in SWG's General Standard T&C, SWG undertakes to defend, indemnify and hold harmless the Customer from and against any and all damages, costs and expenses payable by the Customer incurred as a result of any claim, suit or proceeding brought against the Customer based on

the allegation that the use of the Results constitutes an infringement of any intellectual property rights; provided that SWG has been notified without undue delay in writing of such claim, suit or proceeding and given authority, reasonable information, and assistance (to a reasonable extent by the Customer and at SWG's expense) to settle the claim or control the defence of any suit or proceeding. In the event and to the extent SWG does not initiate and proceed with a defence in a professional manner, the Customer may take all necessary steps, at the expense of SWG, to defend and settle the claim, in which case the Customer will inform SWG in writing of any such legal actions taken. Before the Customer takes any such action it shall inform SWG in writing and ensure SWG is given time to initiate a defence.

9.2 If the Results becomes, or in SWG's opinion is likely to become, the subject of any such claim as referred to in clause 9.1, SWG shall, at its option and expense, either:

- (a) procure for the Customer the right to continue to use the Results in accordance with the Agreement;
- (b) replace the allegedly infringing parts of the Results with non-infringing equivalents;
- (c) modify the Results so that it becomes non-infringing without detracting from function or performance; or
- (d) if in SWG's opinion none of the possibilities set out above are commercially feasible, terminate the Agreement and take back the infringing Licensing Programs and reimburse the license fee to the Customer, with a deduction of a reasonable sum in respect of the Customer's use of the Results to the date of termination.

9.3 The obligations set forth in clauses 9.1 and 9.2 shall not apply if the claim is caused by, or results from:

- (a) the Customer's combination or use of the Results with software, services, or products developed by the Customer or third parties, if the claim would have been avoided by the non-combined or independent use of the Results;
- (b) modification of the Results by anyone other than SWG if the third party claim would have been avoided by use of the unmodified Results;
- (c) the Customer continues the allegedly infringing activity after being notified thereof or after being provided modifications or replacements that would have avoided the alleged infringement; or



- (d) the Customer uses or has used the Results in a manner not in accordance with the Agreement or SWG's written instructions.

9.4 The remedies set forth above shall be the Customer's sole and exclusive remedies in case of a claim as referred to in clause 9.1.

9.5 The Customer is responsible that use of any material provided by the Customer to SWG does not constitute unlawful infringement of any third party's intellectual property rights or other rights.

9.6 The Customer shall indemnify and hold harmless SWG from and against any and all damages, costs and expenses incurred as a result of any claim, suit or proceeding brought against SWG based on the allegation that the Customer's use of the Results constitutes an infringement of any third party rights and such claim results from:

- (a) the Customer's combination or use of the Results with software, services, or products developed by the Customer or third parties, if the claim would have been avoided by the non-combined or independent use of the Results;
- (b) modification of the Results by anyone other than SWG if the third party claim would have been avoided by use of the unmodified Results;
- (c) the Customer continues the allegedly infringing activity after being notified thereof or after being provided modifications or replacements that would have avoided the alleged infringement; or
- (d) the Customer uses or has used the Results in a manner not in accordance with the Agreement or SWG's written instructions.

10. Security

10.1 SWG undertakes to comply with the Customer's reasonable written security instructions as well as any instructions regarding the handling of personal data.

10.2 The Customer has the sole responsibility for backup copying of programs and other computer systems or data that may be affected by the consulting services.

11. Non- recruitment

The Customer undertakes that it shall not make an offer of employment directly or indirectly to any of SWG's employees and consultants at any time, until one (1) year after this Agreement has terminated. This article shall survive termination of the Agreement, regardless of the cause for such termination.

12. Cancellation

If the Customer cancels the consulting services five (5) working days or less before the start of the consulting services the Customer will be charged with 60 % of the expected or payable price for the consulting services. If the parties have not agreed to a fixed fee, the amount of the expected price is decided in SWG's sole discretion.