

## EWELLIX GENERAL PURCHASING TERMS FOR SERVICES

V. 202105

### 1 DEFINITIONS

1.1 Unless the context clearly specifies or requires otherwise, the following terms and expressions shall have the meanings assigned to them below.

**"Affiliate"** relation to a Party, a company or other entity which (a) is controlled, directly or indirectly, by such Party, (b) controls, directly or indirectly, such Party or (c) is under common control with such Party, where the expressions "is controlled", "controls" and "is under common control with" shall be interpreted as referring to control of more than 50% of the voting power by virtue of ownership.

**"Assignment"** means the services Supplier will provide to Purchaser. Assignment is sometimes also referred to as the "Services".

**"Assignment Specification"** means the document attached to and/or referred to in the Service Agreement specifying the scope and content of the Assignment. If no separate project plan and/or time plan is agreed, the assignment specification shall also specify the time schedule and possible project milestones.

**"Background IP"** means all Intellectual Property Rights owned by, or otherwise is in the rightful possession of either Party before the start of an Assignment or which a Party develops or acquires after the start from activities independent of any Assignment.

**"Confidential Information"** has the meaning set out in Section 19.

**"Force Majeure Event"** has the meaning set out in Section 24.

**"General Terms"** means these Ewellix' General Terms and Conditions for Services.

**"Intellectual Property Rights"** means any and all intellectual and industrial property rights, whether registerable or not, including, but not limited to, patents, registered and unregistered design rights, utility models, copyrights, trademarks, business names, trade names, service marks, utility marks, database rights, know-how, all extensions and renewals to any of them and any applications for any of them and any right or form of protection of a similar nature having equivalent or similar

effect to any of them, which may exist anywhere in the world.

**"Key Resource"** has the meaning set out in Section 6.2.

**"Party/Parties"** means Purchaser and Supplier, individually or jointly as the case may be.

**"Purchaser"** means the relevant Ewellix entity, i.e. Ewellix AB or any of its Affiliates, indicated as such in the Service Agreement or otherwise in the applicable Purchase Order.

**"Purchase Order"** means an electronic or physical purchase order issued by Purchaser to Supplier regarding an Assignment.

**"Results"** means any intangible and tangible results developed, experienced or obtained when performing the Assignment, including, but not limited to (i) prototypes, drawings, descriptions, models, tables, photographs, source codes, object codes and other deliverables, reports and other documents, material and information (whether in writing or stored on any other form of media) and (ii) all Intellectual Property Rights developed, acquired, produced or otherwise originate as a result of or in connection with the performance of the Assignment.

**"Service Agreement"** has the meaning set out in Section 2.2 and includes, for the avoidance of doubt, all appendices attached to it, including these General Terms.

**"Service Level"** means an agreed performance level for the Assignment, which Supplier shall meet or exceed according to the SLA.

**"SLA"** means the applicable service level agreement if agreed for the Assignment.

**"Subcontractor"** means any third-party Supplier engages in relation to providing the Assignment (which may, for the avoidance of doubt, include a company belonging to the same group as Supplier).

**"Supplier"** means the company indicated as such in the Service Agreement or in the Purchase Order.

**"Ewellix"** means Ewellix AB and all Affiliates collectively or respectively.

**"Ewellix Data"** means all data (including Personal Data) and other information

(editorial, text, graphic, audio-visual and other content) that Ewellix or someone on its behalf makes available to Supplier or stores on Supplier's or any Subcontractor's servers, through or as a consequence of Supplier performing and/or Purchaser using the Assignment under the Service Agreement.

- 1.2 A phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limiting the generality of the related general words. All capitalized terms in singular in the list of definitions shall have the same meaning in plural and vice versa.

## 2 APPLICABILITY

- 2.1 These general terms and conditions for services ("**General Terms**") apply to any Services or Assignment Supplier provides to Purchaser and form part of the Service Agreement entered into between Supplier and Purchaser.
- 2.2 A Service Agreement is established either (i) by Supplier and Purchaser signing a specific service purchase agreement document (provided that Purchaser subsequently issues one or more Purchase Order(s) in accordance with Section 3) or (ii) by the issuance of a Purchase Order by Purchaser and the acceptance by Supplier of such Purchase Order for the procurement of an Assignment.
- 2.3 Affiliates may independently purchase Assignments from Supplier on terms and conditions corresponding *mutatis mutandis* to those set out in the Service Agreement, by issuing a separate Purchase Order to Supplier referring to the Service Agreement. Liability and obligations arising out of a Purchase Order an Affiliate places shall be assumed by that Affiliate. Any Purchase Order an Affiliate places shall, to calculate volume discounts etc., be deemed included in the yearly volume summary under the Service Agreement, for the benefit of Ewellix.

## 3 PURCHASE ORDER

- 3.1 Purchaser will issue at least one Purchase Order relating to each Assignment (which will include or refer to an Assignment Specification containing a description of the Assignment to be performed, price, time schedule and other details related to Assignment). Supplier shall, within five (5) business days from the date of issue of

each Purchase Order, acknowledge receipt thereof.

- 3.2 A Service Agreement shall be considered concluded between the Parties when Purchaser receives Supplier's acknowledgement of the Purchase Order. If Supplier does not issue an acknowledgement but starts to carry out the Assignment, the Purchase Order shall be deemed accepted by Supplier and a Service Agreement regarding the relevant Assignment shall be deemed concluded. Supplier may not reject a Purchase Order that falls within the scope of the Service Agreement.

## 4 PERFORMANCE OF THE ASSIGNMENT

- 4.1 Supplier shall perform the Assignment in compliance with the Assignment Specification, the Purchase Order and these General Terms and any other contractual documents agreed upon by the Parties. Supplier shall perform the Assignment with greatest possible care and in a highly professional manner observing such good business practice, which Purchaser has reason to expect of a reputable company in the field of business within which Supplier operates. When performing the Assignment, Supplier shall comply with any reasonable instructions by Purchaser and shall co-operate with any third party as Purchaser requests as well as enter into any reasonable confidentiality agreements requested by such other suppliers for such purposes.
- 4.2 Supplier commits to a comprehensive end-to-end and overall responsibility for the performance of the Services, *i.e.* Supplier takes full responsibility for the overall performance of the Services in accordance with what is stated in the Service Agreement, as well as for any preparatory work and other such services inherited in the Services that should reasonably be deemed a natural part of Supplier's commitment to provide the Services in line with industry best practice, even if such work or services have not been explicitly detailed in the Assignment Specification, and shall moreover to the largest extent possible ensure a single seamless service provision to Purchaser, irrespective of the diversity of Services and of who (Supplier or its Subcontractors) performs the actual Services and different parts thereof.

## **5 CHANGES TO THE ASSIGNMENT**

- 5.1 Purchaser may require changes of the scope and/or the content of the Assignment and Supplier shall perform any additional work due to such changes against remuneration to be decided in accordance with the principles agreed on for the Assignment.
- 5.2 Supplier shall immediately report any need for extra work not included in the Assignment, which it becomes aware of during the Assignment. Supplier shall propose such changes in the Assignment which it considers will improve the result with respect to technical features, costs or otherwise.
- 5.3 The Parties shall agree on changes and amendment work and the remuneration for additional work in writing before that work is started. Unless otherwise stated in the Assignment Specification, the conditions in the Service Agreement shall apply for such work.

## **6 PERSONNEL**

- 6.1 Supplier shall designate sufficient personnel with appropriate skills for the Assignment. If Purchaser reasonably deems that a person Supplier uses is not suitable for the Assignment, Supplier shall substitute that person without delay. If a person is replaced, for any reason, any associated costs, such as any extra time spent on the Assignment by Supplier due to the replacement, shall be borne by Supplier.
- 6.2 If Purchaser requests, the Parties shall agree on certain key employees or consultants ("**Key Resources**") of Supplier that shall work with the Assignment. Supplier may not, during the term of the applicable Assignment, replace any Key Resource without the consent of Purchaser, unless in the event such Key Resource becomes unavailable due to reasons out of Supplier's control (such as the Key Resource's parental leave or resignation) in which case Supplier shall replace the Key Resource with a Key Resource of equal competence, skill and experience to be approved by Purchaser on beforehand; such approval not to be unreasonably withheld by Purchaser.
- 6.3 To the extent the Assignment is carried out at the premises of Purchaser, the hours of work for Supplier's personnel shall follow normal business hours at Purchaser's premises where such work is performed unless otherwise requested by Purchaser.

## **7 EQUIPMENT AND TRAINING**

- 7.1 Unless otherwise agreed, Supplier shall provide its personnel with all equipment (including but not limited to any hardware, software and consumable supplies) necessary for the Assignment. To the extent that the Services include Supplier's use of Purchaser's equipment, Supplier may only use such equipment for the sole purpose of providing the Services to Purchaser and the equipment should always be used in an efficient and prudent manner. Any and all of Purchaser's resources to be provided will be furnished on an "*as is - where is*" basis without any representations and warranties for their condition and usability. When Purchaser's resources are no longer required for performance of the Services, Supplier will return Purchaser's resources to Purchaser in substantially the same condition as when Supplier began use of Purchaser's resources, subject to reasonable wear and tear.
- 7.2 Supplier shall complete, and ensure that its Subcontractors complete, any reasonable training as required by Purchaser. Supplier shall bear the cost for training of its personnel. If Purchaser arranges the training, Supplier shall pay to Purchaser an amount equal to Purchaser's cost for the training.

## **8 TIME SCHEDULE AND DELAY**

- 8.1 Supplier shall complete the Assignment in accordance with any completion date or time schedule which has been agreed in the Assignment Specification. Changes to the completion date or time schedule shall be agreed in writing.
- 8.2 In case an Assignment is divided into specific phases or milestones which Purchaser is to approve, Supplier shall submit the deliverables which are subject to approval by Purchaser in good time in advance so that the time schedule is not jeopardised. Further, Supplier must obtain written approval by Purchaser before proceeding with a new phase or milestone.
- 8.3 It is essential for Purchaser that the Assignment is completed on time. Supplier must, if there is reason to believe that there may be a delay or any other failure of performance of the Assignment, as early as possible notify Purchaser and take the appropriate actions to prevent the delay.
- 8.4 Supplier shall not be liable for the delay and may have an extension of the time for delivery if it can show that a Force Majeure

Event or Purchaser has caused the delay. For Supplier to request an extension of the time for delivery for those reasons, Supplier shall promptly notify Purchaser in writing and state the reasons for the extension. The extension shall be proportional to the delay caused. Supplier shall provide its assistance to mitigate any damages or delays. If Supplier does not notify Purchaser as stated in this section, Supplier cannot request a time extension.

- 8.5 If a delivery date or specific milestones are agreed in the Assignment Specification and the Assignment (or relevant phase) is not completed by that date, Supplier shall compensate Purchaser for losses and damages resulting from the late delivery.

**9 REPORTING AND DOCUMENTATION**

- 9.1 Supplier shall on a continuous basis and at times Purchaser stipulates in the Assignment Specification, present detailed written reports of the results achieved. Reporting shall be made in accordance with Purchaser's instructions.
- 9.2 All documents and other materials produced for Purchaser with regard to the Assignment, including but not limited to such reports mentioned in Section 9.1, descriptions, drawings, solutions, recommendations, models, tables, photographs, videos, object codes, source codes, shall be construed as Results and as such the property of Purchaser in accordance with Section 13.1. All documents and materials shall be delivered to Purchaser at the completion of the Assignment, on termination of the Service Agreement (or a specific Assignment) or at Purchaser's request.
- 9.3 If Purchaser supplies equipment, documents or information, including, descriptions, instructions, drawings, models, tools, tables, photographs, videos, object code, source code, discs or other media to Supplier or any of its employees or representatives, Supplier shall make sure that they are treated as Confidential Information, properly safeguarded and stored. Title to the above shall remain with Purchaser and Supplier may only use such Purchaser property to perform the Assignment for which it has been provided. All Purchaser property shall be returned to Purchaser after the completion of the Assignment, on termination of the Service Agreement (or a specific Assignment) or at Purchaser's request.

**10 WARRANTY AND SERVICE LEVELS**

- 10.1 Supplier warrants and represents that the Services and Results (as applicable) will be performed and delivered;
- (a) in accordance with the Assignment Specification, including but not limited to any functional and technical requirements therein;
- (b) in accordance with applicable laws and regulations; and
- (c) in line with industry best practice as can be reasonably expected from a professional and experienced supplier such as Supplier.
- 10.2 Supplier further warrants that it has duly procured and established all necessary approvals, permits, authorisations, licenses, certifications and agreements in order to be able to execute the Assignment, deliver the Results and grant Purchaser the rights granted under the Service Agreement, including without limitation in relation to any third party Intellectual Property Rights and any export control/dual-use regulations (as applicable). With respect to any hardware, software, or technology (collectively, "Items") that Supplier exports to Purchaser, Supplier agrees to inform Purchaser of the Export Control Classification Number or other applicable equivalent export control classification identifier of such Items and the details of any export license, license exception, or general authorization that Supplier is using to export the Items to Purchaser.
- 10.3 The Parties may agree upon certain Service Levels for the Assignment in the Assignment Specification or in a SLA. If Service Levels have been agreed and the Assignment or the Result fails to meet or exceed the Service Levels, Purchaser is entitled to service level credits as set out in the Assignment Specification or the SLA in question.

**11 FEES AND PAYMENT TERMS**

- 11.1 Fixed fee. If the Assignment is carried out on a fixed fee basis, the fees set out in Appendix 3 (and/or in the applicable Purchase Order) shall constitute Supplier's full and final payment for the Assignment, including salaries, salary-related costs, taxes, travelling expenses, allowances or other disbursements. No additional cost shall be charged to Purchaser.
- 11.2 Current account. If the Assignment is carried out on current account, the agreed compensation levels and any other related

remuneration for the Assignment set out in Appendix 3 (and/or in the applicable Purchase Order) apply. Fees shall be specified as daily or hourly fees. Supplier's fees shall include salaries, salary-related costs, taxes, overtime, allowances and travelling expenses to the place where the Assignment is mainly to be performed.

- 11.3 Unless otherwise agreed in Appendix 3 (and/or in the applicable Purchase Order), Supplier must not increase any fees during the term of the Service Agreement.
  - 11.4 Unless otherwise agreed, work performed on current account shall be invoiced monthly in arrears. Hourly rates and the number of hours worked shall be shown separately per employee or consultant if so requested. For fixed fee Assignments, invoicing shall take place upon completion of the Assignment unless a milestone-based or other payment plan has been agreed in writing.
  - 11.5 Each invoice shall include information specifying the Services provided and the Purchase Order number.
  - 11.6 Correctly addressed invoices accompanied with a specification of the work performed shall be paid within sixty (60) days from receipt thereof, unless disputed by Purchaser in good faith in whole or in part. In case of late payment, Supplier may charge interest rate overdue payments in accordance with the Swedish Interest Act (1975:635).
  - 11.7 Supplier is responsible for charging and declaring VAT or similar local taxes as follows from applicable law. All fees and other remuneration under the Service Agreement shall be excluding VAT or other similar local taxes. Supplier is solely responsible for ensuring that all taxes and charges for the personnel and Subcontractors who carry out the Assignment for Purchaser are paid in accordance with applicable laws and collective bargaining agreements.
  - 11.8 Unless otherwise stated in a Purchase Order, the currency for all payments under the Service Agreement shall be [\*\*].
  - 11.9 Payment does not constitute approval of the invoiced amount or the Assignment.
  - 11.10 If Result of the Assignment includes provision of literary and artistic works, including photography, articles, illustration, film, music, specification, design or similar work and the Parties have agreed that any part of the fee is conditional upon Purchaser's acceptance of the Result, then such part shall not be payable if the Result has not been accepted by the Purchaser.
- 12 EXPENSES**
- 12.1 Purchaser shall not pay any expenses, unless they can be verified and have been agreed in a Purchase Order.
  - 12.2 If Supplier's personnel need to travel due to a request from Purchaser, the following shall apply. Compensation for travel, meals and accommodation shall be paid only if Purchaser has approved the journey in writing. Supplier shall not be compensated for travelling time unless otherwise agreed.
- 13 OWNERSHIP AND USE OF RESULTS**
- 13.1 The ownership to all Results related to the Assignment shall pass immediately, automatically and exclusively to Purchaser with full title, including the right to sublicense and transfer it to third parties, and to further develop and/or modify the Result, and may not be used by Supplier for purposes other than the Assignment without the prior written consent of Purchaser. Supplier warrants that it is entitled to grant Purchaser the rights granted under the Service Agreement and that it has obtained from any relevant individual working on any Assignment, a written and valid assignment of all existing and future Results. Supplier agrees to provide to Purchaser a copy of this assignment upon Purchaser's request.
  - 13.2 Supplier undertakes to assist, and procure that any individual assists, in preparing and signing all documents and do all such other acts and things as may be necessary to enable Purchaser or any Affiliate to be registered as a holder of any Intellectual Property Rights forming part of the Result, including, for the avoidance of doubt, procuring its employees, Subcontractors, and employees of its Subcontractors to sign any document to effect a transfer of patent rights to Purchaser.
  - 13.3 Supplier hereby waives, to the maximum extent permissible under law, any and all moral rights of any nature existing in any country in and to the Results assigned hereunder. Agreed fees shall be full and final consideration in respect of all rights granted to Purchaser and shall include all sums payable by way of equitable remuneration to Supplier and all other persons involved in the Result.
  - 13.4 Except with respect of ownership to the Result, no title or ownership with regard to either Party's Background IP shall be

transferred to the other Party as a result of this Service Agreement or the performance of an Assignment hereunder.

- 13.5 Purchaser and its Affiliates are granted a perpetual (at least 40 years), irrevocable, world-wide, royalty free, and non-exclusive license to use Supplier's Background IP for any purpose whatsoever (including but not limited to a right to sublicense to third parties, and to develop and/or modify such Background IP) embedded in or related to the Result. Purchaser may from time to time grant Supplier the right to use Purchaser's or its Affiliates', or their respective licensors' Background IP, but it will in such case in the context of this Service Agreement always be restricted to the extent needed for Supplier to be able to deliver the Assignment hereunder. Supplier acknowledges that no further usage rights to such Background IP will be granted to it hereunder and that the use may be subject to further restrictions beyond what is stated herein.
- 13.6 If the Assignment is terminated, Purchaser shall receive the rights to the Results for any work already paid for or delivered (provided Purchaser duly pays for it in accordance with the agreed terms). Further, Purchaser shall be entitled to acquire against reasonable compensation the rights to Results for work not delivered nor paid for at termination.
- 13.7 Supplier shall report to Purchaser any results of the Assignment that were not intended but can be assumed to be useful for Purchaser in its field of business. Purchaser shall, against reasonable compensation, be entitled to acquire a non-exclusive right to such results.
- 13.8 If Result of the Assignment includes provision of literary and artistic works, including photography, articles, illustration, film, music, design or similar work, Supplier further warrants:
- (a) that the Result shall be original to Supplier and shall not have been previously published or exploited in any part of the world and shall not be obscene, libellous, blasphemous or offensive to any religion;
  - (b) that the Result does not infringe any Intellectual Property Right, moral right of privacy, right of publicity or personality or any other right whatever of any third party;
  - (c) that Purchaser, in addition to what is stated in Section 13.1, has the right to distribute, reproduce and synchronise the

Result, as well as to make the Result available to the public for marketing and other purposes;

(d) that it has obtained written consents for use as required by Purchaser from all persons featured in the Result;

(e) that if Purchaser, in its sole discretion, decides not to use or exploit the Result, Supplier shall not have any claim against Purchaser for loss of opportunity to enhance Supplier's reputation or for any other reason whatever; and

(f) that Purchaser may, at its sole discretion, identify Supplier as author of the Result in a style and manner decided solely by Purchaser.

## 14 IP INFRINGEMENTS

14.1 Supplier shall indemnify and hold Purchaser, its Affiliates and its representatives harmless from and against any claims, suits, actions, judgments or awards, and pay all the losses, damages, costs and expenses (including legal fees) connected therewith, which may be imposed on Purchaser, its Affiliates and its representatives arising out of or related to any allegation that the Result (or a part of it) or any license provided under the Service Agreement infringes any Intellectual Property Right of a third party ("**IP Infringement**"). Each Party shall without undue delay inform the other Party if it has reason to believe that an IP Infringement may take or has taken place.

14.2 If an IP Infringement as mentioned above is found to exist, or in the reasonable opinion of Purchaser, could occur, Supplier shall at its own expense at the time the Assignment shall be completed (according to the time schedule set out in the Assignment Specification) either (i) enable Purchaser to continue to use the Result alleged to constitute an IP Infringement, or (ii) after written approval by Purchaser, replace the Result alleged to constitute an IP Infringement with another similar solution of equal quality.

## 15 DEFECTS AND NON-CONFORMITIES

15.1 In the event that Purchaser, at any time, within two (2) years from completion of the Assignment, submits a claim to Supplier due to (i) Supplier's failure to perform the Assignment according to the Service Agreement or (ii) any defects or non-conformities in the Result, Supplier shall promptly and at no cost to Purchaser

investigate the failure and propose means of correcting the failure. Such proposal shall take into account all possible means of minimizing hardship or damage caused to Purchaser in connection with correcting the failure. After having obtained Purchaser's written acceptance of Supplier's proposals on how to correct the failure, Supplier shall immediately correct all the failures in the Assignment or the Result at its own cost.

- 15.2 If Supplier neglects or refuses to supply a proposal under Section 15.1 or fail to correct failure as provided for under Section 15.1, Purchaser may correct the Assignment itself or arrange for a third party to correct it at the expense of Supplier.
- 15.3 If it is not possible to remedy defects and non-conformities, Purchaser shall be entitled to a price reduction corresponding to the loss of value of the Assignment, and, to the extent the affected Assignment cannot be used for the intended purpose, recover from Supplier any damage or loss Purchaser suffers.
- 15.4 If the Assignment has not been completed and the failure is substantial, Purchaser may terminate the Assignment in respect of the remaining part upon written notice to Supplier. Purchaser may also terminate the Assignment if the defect is not remedied after remedial work in accordance with Section 15.1.

## **16 LIABILITY**

- 16.1 Supplier shall hold harmless and indemnify Purchaser from and against any claim, suit, judgment and/or award, and pay all costs and expenses connected therewith, which may be made against or imposed on Purchaser by a third party due to any act or omission of Supplier resulting from or connected with the Assignment. Purchaser shall without undue delay notify Supplier in writing of any such claim, and shall not settle any such claim, suit or action without giving the Supplier reasonable time to consider such claim, suit or action.
- 16.2 Supplier shall further compensate Purchaser from and against any loss or damage caused to Purchaser due to any act or omission of Supplier resulting from or connected with the Assignment.

## **17 SUBCONTRACTORS**

- 17.1 The Supplier shall not be entitled to use subcontractors without the Ewellix' prior written approval. Regardless of any such approval, the Supplier shall remain fully responsible for the acts and omissions of such subcontractors.

## **18 INSURANCE**

- 18.1 Supplier shall during the period of the Service Agreement maintain adequate general liability and professional liability insurance. Also, Supplier shall during the period of the Service Agreement maintain adequate insurance coverage against fire, burglary, water damage and similar events for all documents and other media containing data about the Assignment as well as for any assets belonging to Purchaser, that Supplier stores or uses.
- 18.2 Supplier shall, upon Purchaser's request, provide satisfactory evidence demonstrating that that the abovementioned insurance exists during the period of the Assignment.

## **19 CONFIDENTIALITY**

All information which is not publically available, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a Party or its affiliates or to any of its or their business matters ("**Confidential Information**"), which has been disclosed or may be disclosed to the other receiving Party or which the receiving Party has or may otherwise become aware of in connection with this Service Agreement, shall at all times be kept strictly confidential by the receiving Party and not be used by it for any other purpose than the performance or enforcement of this Service Agreement, nor be disclosed by it to any third party without the prior written consent of the other Party (such consent not to be unreasonably withheld).

## **20 DATA PROTECTION**

- 20.1 Ewellix processes personal data in accordance with its privacy policy, available at [www.ewellix.com](http://www.ewellix.com). If any Party would process personal data on behalf of the other Party, the Parties shall procure that a data processing agreement is conducted.

## **21 TERM AND TERMINATION**

- 21.1 This Service Agreement shall come into force as set out in Section 2.2 and shall remain in force until terminated in accordance with the provisions set out in the main body of the Service Agreement or as set out below in this Section 21.
- 21.2 Without affecting any other right or remedy available to it, Purchaser may terminate this Service Agreement with immediate effect by giving written notice to Supplier in accordance with Section 8.5 (delay); Section 15.4 (defects) and Section 22.8 (compliance with laws and basic working conditions).

- 21.3 If either Party materially breaches any of its obligations under the Service Agreement, then the other Party may, immediately on written notice to the other Party, terminate the Service Agreement for cause, as of the date specified in the notice of termination, provided that the breaching Party has failed to cure the breach, if curable, within thirty (30) days after written notice of the breach. If the breach is not curable, the other Party may terminate the Service Agreement without the cure period. As well as receiving service level credits, if any, or any liquidated damages, Purchaser may recover any damages Ewellix suffers as a result of Supplier's breach. If Supplier has committed the breach it shall not be entitled to any other payment than compensation for agreed work already performed only to the extent the work has a corresponding value. If Purchaser has committed the breach of the Service Agreement, Purchaser shall pay payment for work provided, verified necessary reasonable costs and expenses, which are not reimbursed in any other way.
- 21.4 If a Party is or becomes bankrupt or insolvent, the other Party may, by written notice, terminate the Service Agreement with immediate effect.
- 21.5 If a Party is prevented from performing its obligations under the Service Agreement due to a Force Majeure Event for more than one (1) month, the other Party may terminate the Service Agreement with immediate effect. Neither Party shall have any liability to the other in respect of the termination of the Service Agreement because of a Force Majeure Event. A Force Majeure Event may never release Supplier from its obligations to implement or execute any business continuity plan the Parties may agree.
- 21.6 Unless otherwise agreed in the signed main document of the Service Agreement, Purchaser may terminate a specific Assignment for convenience at any time by (i) giving Supplier at least one (1) month's written notice, designating the termination date, and (ii) paying all undisputed amounts for completed work and verified agreed expenses, which are not reimbursed in any other way.
- 21.7 Where Purchaser is entitled to terminate this Service Agreement, Purchaser can also choose to partially terminate any or more of the Assignments in accordance with the principles set out in this Section 21. If there is a partial termination for convenience, Supplier shall be entitled to a pro rata compensation based on the principles set out in Section 21.6.
- 21.8 Upon termination or expiration of the Service Agreement, Supplier shall within two (2) weeks from the date of termination (i) return to Purchaser all documentation received from or developed for Purchaser in such form and format and on such media as requested and approved by Purchaser and (ii) thereafter permanently destroy all Ewellix Data in all locations and certify such destruction in writing. Further, Supplier shall assist Purchaser with transferring the Assignment(s) (including any relevant documentation and all Ewellix Data) to Purchaser or to any third party appointed by Purchaser to provide services equivalent to the Assignment, in a smooth manner for Purchaser and without interruption or other significant adverse effects for Ewellix. Supplier shall be entitled to reasonable compensation (in accordance with the hourly rates in Appendix 3 if so agreed) for the work to transfer the Assignment in accordance with Purchaser's instructions.
- 22 COMPLIANCE WITH LAWS, BASIC WORKING CONDITIONS, CODE OF CONDUCT ETC.**
- 22.1 Supplier shall at all times comply with – and ensure that its Subcontractors (if any) comply with – any applicable laws, rules and regulations when performing its obligations under the Service Agreement, including but not limited to laws rules and regulations relating to (i) employment, working conditions and social security, (ii) environment and (iii) certification of the Services (if applicable). Supplier shall further, at its own expense, procure/maintain any relevant licenses, permits and authorisations and ensure that those are in full force and effect and that neither Supplier nor its Subcontractors have breached any such license, permit or authorisation.
- 22.2 Supplier hereby agrees, represents and warrants that (i) Supplier is not, has not been and will not be a Listed Person, and (ii) Supplier shall not (a) conduct any business activity, directly or indirectly, with any Listed Person, (b) conduct any business activity prohibited or restricted under trade sanctions or export control laws applicable to Ewellix, or (c) engage in any transaction that evades, avoids or attempts to violate any trade sanctions imposed on Ewellix by the EU, US or any other

authority.

**“Listed Person”** means (i) any individual, company, entity or organization designated for trade sanctions or export control restrictions on a list published by the EU, US, UN or other relevant country or authority, or otherwise subject to such trade sanctions or export control restrictions, and (ii) companies, entities or organisations that are owned 50 percent or greater by any combination of Listed Persons, or controlled by a Listed Person.

- 22.3 Supplier shall at all times be aware of and comply with Purchaser’s safety and security arrangements (also including other applicable obligations in relation to the well-being of the employees and rules and regulations regarding alcohol and illegal drugs) while performing work on Purchaser’s premises. Supplier is responsible to inform itself, its employees and its Subcontractors of such safety and security arrangements applicable on Purchaser’s premises from time to time.
- 22.4 The Swedish Foreign Posting of Employees Act (1999:678) will apply as regards employees provided by Supplier performing work at any of Ewellix’ premises in Sweden. If employees are performing such work for more than eight (8) days Supplier shall ensure that the employees (i) are covered by a life insurance as well as an insurance for industrial injuries, and (ii) receive salary, overtime pay and vacation pay in accordance with the applicable or corresponding Swedish national collective agreement.
- 22.5 Ewellix has adopted a Code of Conduct for Business Partners (**“Code of Conduct”**), available at [www.ewellix.com](http://www.ewellix.com). Supplier shall comply with the Code of Conduct or similar principles. Further, Supplier shall ensure that the Code of Conduct or similar principles are communicated and complied with by its employees and Subcontractors.
- 22.6 The Supplier shall use an approved quality system according to [e.g. ISO or other].
- 22.7 Purchaser may verify and assess Supplier’s compliance with this Section 22 by conducting audits in accordance with Section 23 or by requesting Supplier to reasonably take part in an assessment program. Supplier shall ensure that such right of Purchaser applies also in relation to any of Supplier’s Subcontractors.

- 22.8 Failure by Supplier to comply with Sections 22.1 and/or 22.5 shall be deemed a material breach of the Service Agreement and (i) result in Supplier having to undertake necessary remedies, including to, pay damages, and (ii) give Purchaser a right to terminate the Service Agreement with immediate effect upon written notice to Supplier.

**23 AUDIT RIGHT**

- 23.1 Each Party shall continuously inform the other Party, in English, on all matters that are of importance to its performance under the Service Agreement or in relation to any specific Assignment. The Parties shall in all such communications express themselves in writing and with clarity and such means as are required to ensure a correct performance in all respects.
- 23.2 If requested by Purchaser, Supplier shall on a monthly basis provide Purchaser with statistics containing performed work, costs, delivery performance and any other information which Purchaser may reasonably request or other information as may be agreed between the Parties.
- 23.3 Purchaser may at any reasonable time send its authorised representatives to (i) examine all relevant documents and materials in the possession or under the control of Supplier relating to any of its obligations under the Service Agreement or any payments requested by Supplier pursuant to the Service Agreement, (ii) inspect and/or audit any facility or process to determine compliance with any requirements of the Service Agreement and (iii) when determining Supplier’s compliance with its obligations under Section 22, interview Supplier’s employees and management.

- 23.4 Supplier shall, on Purchaser’s request, use its best efforts to permit Purchaser to conduct the examinations, inspections and audits set out in Section 23.3 at any Subcontractor Supplier engages, regardless of any other right Purchaser may have to such information or facilities.

**24 FORCE MAJEURE**

- 24.1 If and to the extent that either Party’s performance of its obligations under these General Terms is impeded by circumstances beyond its reasonable control and that it could not reasonably have been expected to have taken into account at the time these General Terms were entered into or to have avoided or overcome the effects of, including, but not

limited to, general labour disputes, war, fire, lightning, flood, pandemics, epidemics, quarantine, virus outbreaks, acts of terrorism, amendments to regulations issued by governmental authorities, intervention by governmental authorities, such Party shall be released from liability in damages and any other penalties for delay in performing or failure to perform such obligations. The Party wishing to claim relief by reason of any circumstance as referred to in this Clause shall without undue delay notify the other Party in writing. If such notice is not provided without undue delay the right to rely on such circumstance is lost. If performance is materially prevented for more than 3 months as a result of any of the circumstances as referred to in this Clause, the Party not affected by force majeure shall be entitled to immediately terminate these General Terms by notice in writing.

## **25 MISCELLANEOUS**

- 25.1 The Service Agreement contains the entire agreement between the Parties concerning its subject matter. No modification, amendment, alteration or waiver of any provision thereof will be binding upon the Parties unless made in writing and signed by the duly authorized representatives of both Parties.
- 25.2 Neither Party may assign the Service Agreement or a Purchase Order without the prior written consent of the other Party. Notwithstanding the aforesaid, Purchaser may always assign the Service Agreement, or any rights granted hereunder, to any of its Affiliates.
- 25.3 No failure of either Party, at any time, to require the other Party to perform any provision of the Services shall in any way affect the right to require such performance at any time thereafter, nor shall the waiver of either Party of a breach of the Service Agreement constitute a waiver of any succeeding breach of the same or any other provision.
- 25.4 If any provision(s) of the Service Agreement is held to be invalid or unenforceable by any competent court, authority or arbitral tribunal, the remainder of that provision and all other provisions shall remain valid and enforceable to the fullest extent permitted by applicable law, and the Parties shall negotiate any necessary changes to the Service Agreement to maintain the spirit of the Service Agreement and the framework,

structure and operation of the activities contemplated by the Service Agreement.

- 25.5 Provisions contained in the Service Agreement, that are expressed or by their sense and context are intended to survive the expiration or termination of the Service Agreement (such as Sections 13, 14, 16, 19, 21.8 and 26) shall survive the expiration or termination. All Assignments based on Purchase Orders placed before the expiry or termination of the Service Agreement shall be performed in accordance with the Service Agreement and the Assignment Specification.
- 25.6 [Supplier shall comply with "Ewellix' Minimum Information and IT Security Requirements" if the Assignment is in any way related to Ewellix' IT environment].

## **26 GOVERNING LAW AND DISPUTE RESOLUTION**

- 26.1 The Service Agreement shall become effective according to and in all respects be governed by and construed in accordance with the substantive laws of Sweden (or, if the Purchaser and the Supplier are incorporated in the same jurisdiction, the laws of that jurisdiction), without regard to its conflict of law principles.
- 26.2 Any dispute, controversy or claim arising out of or in connection with the Service Agreement, or the breach, termination or invalidity of it, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce ("**SCC**"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. The seat of arbitration shall be Gothenburg, Sweden and the language to be used in the arbitral proceedings shall be English unless both Parties are located in Sweden, in case in which it shall be Swedish.