

# GENERAL TERMS AND CONDITIONS

## Key Sourcing Tool

These General Terms and Conditions regulate the relation between Business Partner and Supplier and apply to Business Partner's use of the Services.

### 1. DEFINITIONS

1.1 For the purpose of this Agreement capitalized terms shall have the following meanings:

Agreement	means, as amended from time to time by Supplier, these General Terms and Conditions, Documentation, Instructions and orders on Modules placed by Business Partner from time to time.
Authorized User	means each person registered by Business Partner as a user of the Services. Business Partner may, within the Modules subscribed to, allocate different authorizations to its Authorized Users. For avoidance of doubt; administrators are also Authorized Users.
Business Partner	means the physical or legal person entering into this Agreement as counter party to Supplier. Within the Services, Business Partner is referred to as "Affärspartner".
Data	means any and all data which (i) Business Partner registers in the Services, (ii) another customer of the services registers in the services and allows Business Partner to use, and (iii) all data generated by the Services on behalf of Business Partner (e.g. the result of combining data from (i), (ii) and/or (iii) above).
Documentation	means specifications, descriptions, user guides, manuals and other documentation designated by Supplier from time to time as pertaining to the Services and made generally available to the entire customer community by Supplier.
Fixed Term	means, if and when Supplier offers such to Business Partner, a pre-defined term for one or more Modules. Business Partner may e.g. bind itself to a six months term for a specific Module.
Instructions	means instructions, code of conduct and other rules as changed from time to time by Supplier and made generally available to the customer community by Supplier.
Module	means a part of the Services that Business Partner may subscribe to. Subscription to a Module may or may not be subject to a fee.
Services	means the Software-as-a-Service system called "Key Sourcing Tool" offered by Supplier, as changed from time to time by Supplier.
Supplier	means Kompetensportalen Norden AB, a Swedish limited company with registration number 559038-0431 or its successors (as the case may be).

## 2. SERVICES

- 2.1 Supplier shall, in accordance with this Agreement
  - 2.1.1 offer Business Partner to subscribe to all Modules generally available to the entire customer community,
  - 2.1.2 keep the Modules, to which Business Partner subscribe, accessible to Authorized Users,
  - 2.1.3 keep available to Authorized Users, on Supplier's website, Documentation and Instructions generally available to the entire customer community,
  - 2.1.4 maintain the Services,
  - 2.1.5 provide support to Authorized Users, and
  - 2.1.6 develop existing and new Modules.
- 2.2 Provided Supplier, in its sole discretion deems it beneficial to the customer community as a whole, Supplier may at any time and without notice introduce functional and/or technical changes to the Services (or part thereof) or change design, methodology or the way how the Services are provided and/or make other changes in and to the Services (or part thereof). The same applies to the security of the Services, however, the security should not be less than what one could reasonably expect from a supplier of Supplier's size and taking into consideration the type of Services in question and information typically stored in the Services.
- 2.3 Business Partner accepts that Supplier may rate Business Partner (i.e. compare Business Partner with other customers of the services, provided always that the rating is not based on Supplier's subjective evaluation or payment) and make such rating public and/or place such rating adjacent to Business Partner. Such rating must only be seen as a recommendation and Supplier shall not be held liable for its content or disclosure or for any loss or damages caused due to Business Partner's or any third party's acts and omissions based on such rating. If and when Supplier offers functionality to rate individuals, this paragraph shall apply thereto as well, subject always to each individual giving its consent thereto in accordance with applicable law.
- 2.4 Supplier may at its sole discretion and without notice (free of charge or against separate charge) allow banners and other forms of advertisements to be displayed in, with or adjacent to the Services, Business Partner and/or one or more Modules.
- 2.5 Supplier shall keep Documentation and Instructions available in at least the Swedish language.
- 2.6 Supplier may, free of charge or against separate charge, offer Business Partner statistics consisting of information from Business Partner's use of the Services as well as other customers' of Supplier use of services. Supplier may also use statistics for its own internal purposes e.g. to develop the Services or new services or to optimize the operation of the Services. Supplier undertakes to ensure that such statistical information is made anonymous so neither Business Partner nor any other customer, Authorized User or third party can be identified. Business Partner hereby grants Supplier an irrevocable right to collect Data, make it anonymous and use it in the manner and for the purposes described above. The parties agree that Data made anonymous by Supplier shall be deemed to cease to be Data and instead be the sole property of Supplier. Thus, Supplier shall be under no obligation to return any anonymous data and no restrictions as to the use thereof shall apply.
- 2.7 Unless otherwise expressly set forth in this Agreement, Supplier does not certify that a customer using the services actually is who it/she/he pretends to be. It is thus Business Partner's responsibility to verify the identity of the other customers/partners with which Business Partner interacts.
- 2.8 To the extent Supplier imports third party data that Business Partner may use as part of the Services, Supplier does not warrant that such data is accurate, complete or current.
- 2.9 Supplier assumes no responsibility whatsoever for other business partners' ability to perform or actual performance of its undertakings nor any information provided by them.

### **3. USAGE RIGHTS**

- 3.1 Subject to Business Partner's timely payment of applicable fees and adherence to this Agreement, Supplier grants Business Partner a non-exclusive, non-transferable and revocable right to access and use Services solely for its internal business purposes. Business Partner is strictly forbidden to let a third party benefit from the use of Services being it third parties within or outside Business Partner's group of companies. The previous sentence does not apply to the extent Supplier offers and Business Partner subscribes to and pays for usage rights encompassing other companies within Business Partner's group of companies (and in such case only such companies within Business Partner's group of companies may benefit from the Services).
- 3.2 The number of Authorized Users that Business Partner is allowed to register depend on the subscription selected by Business Partner.
- 3.3 Business Partner may print or copy Documentation and Instructions in tangible and intangible format in a number appropriate for Business Partner's use of the Services.
- 3.4 If Business Partner uses, without or against separate charge, statistics offered by Supplier, such statistics must only be used for Business Partner's own internal purposes. Notwithstanding the previous sentence, Business Partner is allowed to disclose statistics to third parties, provided (i) it is not part of a service or product for which Business Partner directly or indirectly charges the recipient, and (ii) Business Partner clearly refers to Supplier as the source (e.g. "Source: Kompetensportalen AB") on each page, diagram, picture etcetera in which the statistics are made available.

### **4. BUSINESS PARTNER'S UNDERTAKINGS**

- 4.1 Business Partner shall use the Services only in accordance with this Agreement.
- 4.2 Business Partner shall handle logins, user IDs, pass words and other information used to access the Services, in a manner that prevents unauthorized access or use thereof and any part of the Services. Business Partner shall immediately notify Supplier in writing if Business Partner has reason to suspect that an unauthorized user has or may get access to the Services.
- 4.3 It is Business Partner's responsibility to procure necessary hardware, software and communication facilities to access and use the Services.
- 4.4 Business Partner must not store illegal, obscene, or otherwise objectionable material or information in the Services, or otherwise use the Services in violation of the purpose for which the Services are provided, or send transmit or store in the Services viruses, trojans or other harmful or malicious code, interfere with or disrupt the provision of the Services or the data therein, or try to access the Services or Services related systems in a way contrary to this Agreement.
- 4.5 Business Partner is responsible for
- 4.5.1 any information it discloses to any third party,
  - 4.5.2 checking that information received from other users of the services are correct, complete and current,
  - 4.5.3 the result and effects of using any information disclosed by any third party, using the Services (or any part thereof).
- Business Partner shall indemnify and keep Supplier harmless from any claims from any third parties regarding losses suffered as a consequence of relying on information disclosed by Business Partner using the Services.
- 4.6 Business Partner is responsible for that Data is accurate, complete and current, and otherwise in the condition Authorized Users and others requires or expects.
- 4.7 Business Partner warrants that it is entitled to let Supplier process Data in the Services, and shall indemnify and keep harmless Supplier from any and all claims from third parties in relation thereto.

- 4.8 Business Partner is responsible for ensuring that entering into an agreement with a third party using the Services constitutes a valid and legally binding contract under the jurisdiction governing the relationship between Business Partner and its counter party.
- 4.9 Authorized Users and other representatives (for the purpose of this Section collectively referred to as “**Representatives**”) of Business Partner do not become party to the Agreement. Business Partner will at all times remain liable for the acts and omissions of the Representatives in respect of this Agreement.
- 4.10 To the extent that Representatives have any rights under the Agreement, Business Partner agrees that such Representatives will have no right to directly enforce their rights under the Agreement against Supplier and instead Business Partner will enforce their rights and bring any claim for losses or actions against Supplier on their behalf, subject to the limitations and exclusions of liability set out in the Agreement. Business Partner will indemnify and keep Supplier harmless from any claims received by Supplier from any Representatives.

## **5. PERSONAL DATA AND DATA SECURITY**

- 5.1 The parties acknowledge that Business Partner is the data controller of personal data contained within the Data processed by Supplier in the provision of the Services and that Supplier is data processor in respect of such personal data.
- 5.2 Subject to Section 5.3 Supplier shall, in relation to personal data, act only in accordance with Business Partner’s instructions provided to Supplier, and not disclose the personal data other than to its personnel or as otherwise instructed by Business Partner.
- 5.3 Business Partner hereby authorizes Supplier to subcontract personal data storage, maintenance and processing services to third parties within and/or outside the EU.
- 5.4 Supplier shall implement appropriate technical and organizational security measures in accordance with industry practice to protect the Data (including personal data) against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access.
- 5.5 Business Partner may at any time request changes to such measures. If such request requires Supplier to introduce measures over and above those implemented by Supplier at that time, then such request shall be subject to the parties agreeing on possible additional charges therefore.
- 5.6 Business Partner shall reimburse Supplier for the reasonable costs incurred by Supplier in complying with any additional processing instructions regarding personal data provided by Business Partner that are not exercisable through the use of the Services.
- 5.7 Any inability of Business Partner to procure all relevant and necessary consents, approvals or licenses for Supplier’s processing of personal data shall obligate Business Partner
- 5.7.1 to the extent it impacts Supplier’s ability to provide the Services or to comply with this Agreement; to reimburse Supplier all costs and expenses incurred by Supplier to provide the Services or comply with this Agreement, and
- 5.7.2 to indemnify and keep Supplier harmless from and against any claims from third parties.
- 5.8 Supplier makes no representations, warranties or covenants of its compliance with data protection laws or regulations generally.

## **6. MAINTENANCE, SUPPORT AND SERVICE LEVELS**

- 6.1 Support
- 6.1.1 Supplier will provide technical and functional support to Business Partner via e-mail during Supplier’s normal business hours. All support matters will be registered by Supplier and handled in the order they are received, except that Supplier may prioritize matters that Supplier deems more urgent than other.

## 6.2 Service levels

- 6.2.1 Supplier shall make commercially reasonable efforts to provide the Services substantially in accordance with its documentation 24 hours per day 7 days a week, interrupted only by scheduled maintenance windows. However, Business Partner acknowledges and accepts that errors do occur in software applications and that Supplier does not guarantee that the Services will be error free or work without disruptions.
- 6.2.2 Supplier shall not be liable for any response times.
- 6.2.3 Supplier shall make commercially reasonable efforts to make the Services accessible to Authorized Users ninety nine point six (99,6) per cent per month measured 24 hours a day (the "**Availability Target**"). If Supplier fails to reach the Availability Target during two (2) consecutive months then Business Partner shall be entitled to liquidated damages amounting to ten (10) per cent of the fees paid by Business Partner relating to the two months in question. The liquidated damages set out in this paragraph shall be Supplier's sole and exclusive liability and Business Partner's sole and exclusive remedy for Supplier's failure to meet the Availability Target. Business Partner waives its right to liquidated damages if Supplier has not received a written claim for such within three (3) months following the end of the second month.

## 6.3 Maintenance

- 6.3.1 Supplier may carry out maintenance of the Services during scheduled maintenance windows . However, Supplier may in its absolute discretion change the maintenance window at any time and from time to time. Scheduled maintenance windows will be communicated with Business Partner in the Instructions and/or Supplier's webb.
- 6.3.2 If the Services do not work substantially in accordance with its documentation (a "**Defect**") or Supplier fails to reach the Availability Target, Supplier shall make commercially reasonable efforts to remedy the Defect or reach the Availability Target (as the case may be) on Supplier's own cost, which efforts (together with Business Partner's right to liquidated damages as described in Section 6.2.3 above) shall be Supplier's sole liability and Business Partner's sole remedy in case of a Defect or failure to reach the Availability Target.
- 6.3.3 If a Defect or Supplier's failure to reach the Availability Target is caused by errors in third party software, Supplier's sole liability towards Business Partner shall be to make commercially reasonable efforts to have the software vendor rectify the errors.
- 6.3.4 If Supplier considers that it is not commercially justifiable to remedy a Defect or take the measures necessary to reach the Availability Target, then Business Partner may terminate this Agreement with ten (10) days written notice, in which case Supplier's sole liability shall be to repay to Business Partner money received that relates to the time after termination.
- 6.3.5 Supplier may in its absolute discretion (i) develop and implement new versions and upgrades of Modules, (ii) introduce new Modules, (iii) change the technical platform on which the Services is operated, or (iv) take any measures Supplier deems appropriate to protect the integrity of the Services.

## 7. **FEES AND PAYMENT TERMS**

- 7.1 Business Partner shall pay Supplier the applicable fees for each Module selected by Business Partner. All fees are non-refundable and exclusive of value added tax and other governmental charges and taxes, which shall be paid by Business Partner in addition to the fees.
- 7.2 Unless otherwise agreed, all fees are invoiced in advance. Each invoice is due twenty (20) days after invoice date.

- 7.3 Supplier shall invoice and Business Partner pay the fees in the currency shown with each Module selected by Business Partner. Should no currency be shown, the fees shall be deemed to be in SEK. Each invoice shall be paid in full to Supplier's bank account and transfer fees and other bank charges shall be paid by Business Partner.
- 7.4 Should Business Partner be required under any applicable law to withhold or deduct any portion of the payments due to Supplier, then the sum payable to Supplier will be increased by the amount necessary to yield to Supplier an amount equal to the sum it would have received had no withholdings or deductions been made.
- 7.5 Supplier may, at its discretion, charge Business Partner fees for administrating invoices and payments, reminders due to late payment and similar charges.
- 7.6 Late payment is charged interest corresponding to twelve (12) per cent per year.
- 7.7 Supplier may with no less than three (3) months written notice at any time change the fees and/or price model. If Business Partner does not accept a change applicable to it, Business Partner may, notwithstanding anything to the contrary in this Agreement, terminate this Agreement (in whole or with regard to the Modules in question) to expire when the new fees and/or price model take effect. Such termination notice shall, to be valid, be received by Supplier no later than thirty (30) days after Business Partner was notified of the new fees and/or price model. For avoidance of doubt; if Business Partner has contracted a Module under a Fixed Term, the changed fees and/or price models shall not apply until the Fixed Term expires.
- 7.8 Business Partner is not entitled to terminate any part of the Agreement in accordance with the previous paragraph if Supplier's change does not exceed the change in the Swedish consumer index during the previous twelve (12) months with October as base. For avoidance of doubt; Supplier is not entitled to adjust fees during a Fixed Term according to this paragraph.
- 7.9 Any services or products ordered by Business Partner (that Supplier has agreed to provide) and where the parties have not agreed a specific price, will be charged according to Supplier's price list as amended from time to time.

## 8. INTELLECTUAL PROPERTY RIGHT

- 8.1 Any and all ownership, copyright and other intellectual property rights in and to the Services, Documentation, Instructions, statistics and other intellectual property arising under this Agreement (together "**Supplier IPR**") vest and will remain vested in Supplier. Business Partner acquires only such limited usage rights to Supplier IPR that are expressly stated in this Agreement.
- 8.2 Supplier shall indemnify and hold harmless Business Partner from all claims by third parties based on Business Partner's use of the Services in accordance with this Agreement (hereinafter "**Claims**"), unless such Claims are the result of negligence or willful misconduct of Business Partner, provided always that:
- 8.2.1 Business Partner within five (5) working days after receipt of notice of a Claim notifies Supplier of any such Claim in writing,
- 8.2.2 following receipt of such notice Supplier may conduct negotiations with the third party presenting a Claim or may intervene in any suit or action. Whether or not Supplier intervenes, Supplier will be entitled at any stage of the proceedings to assume or control the defense,
- 8.2.3 Business Partner will promptly furnish to Supplier, all data, records and assistance within Business Partner's control which are material to any such Claim, and
- 8.2.4 Supplier shall not be liable for any settlement of any such claim or suit entered into by Business Partner without the prior written consent of Supplier, unless Supplier has chosen not to conduct the negotiations or intervene as described above.
- 8.3 In case of actual or threatened infringement, Supplier shall take one or more of the following measures on Supplier's own cost;
- 8.3.1 obtain necessary rights so that Business Partner can continue to use the Services,

- 8.3.2 change the Services so that infringement no longer exists, or
  - 8.3.3 if neither of the measures above, in Supplier's opinion, is commercially justifiable, Supplier may terminate this Agreement with immediate effect, in which case Supplier shall repay money paid by Business Partner relating to the period following termination.
- 8.4 In case of infringement claims related to third party software, the third party vendor's standard terms and conditions apply and Supplier has no liability towards Business Partner in case of infringement with regard to third party software. In such case, Supplier shall provide Business Partner reasonable assistance to enable Business Partner to claim the third party software vendor in question.
- 8.5 This Section 8 states Supplier's exclusive liability and Business Partner's exclusive remedy in the event of third party infringements.

## **9. DURATION AND TERMINATION**

- 9.1 This Agreement shall remain in full force and effect until terminated by either party.
- 9.2 If Business Partner has not selected a Fixed Term, then either party may terminate this Agreement with no less than one (1) months' written notice to expire at the end of a calendar month.
- If Supplier offers and Business Partner has selected a Fixed Term, then this Agreement shall remain in full force and effect until the end of the Fixed Term (being it the initial or any successive term) and either party may terminate this Agreement with no less than one (1) months' written notice to expire at the end of the Fixed Term. If Business Partner does not prolong this Agreement with another Fixed Term (and neither party has terminated this Agreement), then the previous paragraph shall apply.
- Business Partner may also terminate this Agreement in accordance with Section 15.4.
- 9.3 This Agreement may be terminated in writing, in whole or in part, with immediate effect and without liability of any kind to the other party if,
- 9.3.1 the other party commits a material default in respect of this Agreement, which breach is capable of being remedied and not so remedied within thirty (30) days of written notification thereof by the terminating party,
  - 9.3.2 the other party commits a material default in respect of this Agreement, which breach is not capable of being remedied, following five (5) days of written notification thereof by the terminating party, or
  - 9.3.3 the other party suspends its payments generally or should enter into liquidation, be declared bankrupt or otherwise be deemed insolvent or enter into composition or a non bona fide company reorganization.
- 9.4 Supplier may terminate this Agreement, in whole or in part, if Business Partner violates any of Sections 3.1, 4.1, 4.4 or 8 and has not remedied the breach within five (5) days of written notification thereof or, with regard to non-payment; if Business Partner has not paid outstanding amounts with interest within fifteen (15) days after Supplier has sent a written payment reminder to Business Partner.
- 9.5 Upon termination of this Agreement:
- 9.5.1 Supplier shall, upon Business Partner's request received by Supplier no later than thirty (30) days after expiration of the Agreement, assist Business Partner with de-migrating Data, against a separate charge. After the thirty (30) days period Supplier shall not be responsible to retain Data, and may thus delete it.
  - 9.5.2 Business Partner shall without delay permanently destroy all confidential information, Documentation and Instructions including hard- and soft copies thereof.

## **10. SUSPENSION**

- 10.1 Supplier may at any time suspend Business Partner's access to the Services without prior notice
  - 10.1.1 if any amount due is not paid, with interest, ten (10) days after due date, or
  - 10.1.2 if Supplier is entitled to terminate any part of this Agreement according to any of Sections 9.3 or 9.4.
- 10.2 If Supplier has suspended Business Partner's access to the Services, Supplier shall without undue delay after Business Partner having corrected the default to Supplier's satisfaction, grant Business Partner access to the Services again.
- 10.3 Supplier's exercise of its right to suspension in accordance with this Section 10 does not restrict Supplier's right to terminate the Agreement based on the same cause.

## **11. WARRANTY**

- 11.1 The person registering Business Partner warrants that
  - 11.1.1 he/she is authorized to conclude this Agreement on behalf of and legally bind Business Partner to this Agreement, and
  - 11.1.2 Business Partner either is a physical person and legally competent or a legal person duly registered or incorporated, with full powers to enter into this Agreement.

## **12. LIABILITY**

- 12.1 Neither party shall be liable to the other party for any indirect or consequential damages, including but not limited to, lost revenues, lost profits, or lost prospective economic advantage, loss of data, loss of production, loss of sales or turnover or liability to third parties, whether or not foreseeable and whether or not based on contract, tort, statutory or warranty claims or otherwise in connection with this Agreement, and/or the products or services provided hereunder, and each party hereby releases and waives any claims against the other party regarding such damages.
- 12.2 A party's aggregated liability during the term of this Agreement shall under no circumstances whatsoever exceed fifteen (15) per cent of the fees paid by Business Partner to Supplier during the twelve (12) month period immediately preceding the point in time when the first cause of liability arose.
- 12.3 The limitations of liability set out in Sections 12.1 and 12.2 shall not apply with respect to
  - 12.3.1 damages occasioned by fraud, willful misconduct, or gross negligence,
  - 12.3.2 violation of intellectual property rights,
  - 12.3.3 claims that are the subject of indemnification under this Agreement, or
  - 12.3.4 damages to a party occasioned by violation of law or regulation by the other party.
- 12.4 Except with regard to payment of fees in accordance with Section 7 and violation of intellectual property rights; unless a party within (6) months after the party discovered (or reasonably should have discovered) the cause for the claim, submit a written request for compensation to the other party, he will lose his right to damages, price reduction and other compensation from Supplier as well as off set.
- 12.5 For avoidance of any doubt, Supplier shall never be liable for loss of Data.

### **13. FORCE MAJEURE**

- 13.1 A party shall be excused from its obligations under this Agreement to the extent its performance is prevented by Force Majeure. For the purposes of this Agreement, Force Majeure includes the following and similar events; hurricane, tornado and other weather conditions; labor strike, lockout or other industrial disturbances; war, riot, sabotage, act of public enemy, terrorist act or gang violence; blockade; earthquake or other earth movement, flood or other natural disaster; bomb blast or other explosion; fire; general shortage of goods essential to the party's performance of this Agreement; or government action that prevents performance. A party shall also be excused from its obligations to the extent they are made more difficult or more expensive due to Force Majeure at its sub-contractor. If a Force Majeure event continues for more than three (3) months, either party may terminate the Agreement in writing.

### **14. CONFIDENTIALITY**

- 14.1 Each party shall treat as confidential and shall not disclose to any third party any information of technical, commercial or other nature (regardless being it in written, oral electronic or other form) which typically or explicitly is of a confidential nature, received from the other party.

This provision shall not apply to:

- 14.1.1 information that is or becomes generally available to the public other than as a result of disclosure by the receiving party;
  - 14.1.2 information already in the possession of the receiving party before its receipt from the disclosing party;
  - 14.1.3 information obtained from a third party who is free to divulge the same;
  - 14.1.4 disclosure of information which is required by mandatory law; or
  - 14.1.5 information developed or created by one party independently of the other, without any part thereof having been received from the other party.
- 14.2 To the extent ideas, layout, structures, content and/or designs in and to whole or part of the Services are not protected under Section 8 above, they shall be deemed to constitute Supplier's Confidential Information and must under no circumstances be used by Business Partner to create, enhance, develop, maintain or support any competitor or competing services or for any other purpose, except the use of the Services authorized by this Agreement.

### **15. MISCELLANEOUS**

- 15.1 Notices. All notices and other communications hereunder being in writing shall be deemed to have been duly served; when delivered, if delivered by messenger during normal business hours of the recipient; on the fifth (5<sup>th</sup>) business day of the recipient following mailing, if mailed by certified or registered mail, postage prepaid; when sent, if sent via e-mail during normal business hours of the recipient (and otherwise the following business day) provided the sender the same day also sends it by messenger or mail or; if Supplier is the sender, when sent, if sent via e-mail during normal business hours of the recipient (and otherwise the following business day) to the e-mail address stated by Business Partner for that purpose in the Services.
- 15.2 External information. Supplier authorizes Supplier to refer to Business Partner as a customer and user of Services (e.g. in customer lists, commercial proposals, sales presentations, conferences, and on its website/s, including what Modules Business Partner subscribes to) and use Business Partner's brands and logos in connection therewith. Such authorization may be withdrawn at any time by Business Partner by giving Supplier ninety (90) days written notice.
- 15.3 Sub-contractors. Supplier is entitled to engage sub-contractors to carry out whole or part of its undertakings under this Agreement and shall be responsible for the performance or non-performance of the sub-contractors as for its own work.

- 15.4 Amendments. This Agreement shall not be amended except by an instrument in writing executed by the parties through their duly authorized representatives. Notwithstanding the previous sentence; Supplier may, at any time and with three (3) months written notice to Business Partner, amend this Agreement or any part thereof at its sole discretion, in which case Business Partner may terminate the Agreement in writing to expire the day before the amendment takes effect. Such termination notice shall, to be valid, be received by Supplier no later than thirty (30) days after Business Partner was notified of the amendment.
- 15.5 Assignment. Business Partner shall not assign or encumber this Agreement (or any part thereof) or any rights or obligations hereunder without the written consent of Supplier. Supplier may assign this Agreement and the assignee will replace Supplier as party to this Agreement upon Business Partner's receipt of notice in accordance with Section 15.1. Such assignment will not relieve Supplier from any obligations accrued prior to the assignment.
- 15.6 Survival. Termination of the entire or part of this Agreement shall be without prejudice to any rights or liabilities accrued under this Agreement prior to such termination. The following provisions shall survive the expiration or termination of this Agreement: Sections 3.4, 4.5, 4.7, 4.9, 5.7, 8, 9.5.1 (for 30 days), 14 15.5, 15.6 and 16.

## 16. DISPUTES

- 16.1 This Agreement shall be governed by the substantive laws of Sweden, without reference to the choice of law and conflict of law provisions thereof.
- 16.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC Institute).
- The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.
- The place of arbitration shall be Stockholm, Sweden.
- The language to be used in the arbitral proceedings shall be Swedish if the Business Partner is Swedish, Norwegian or Danish. In all other cases the language to be used shall be English.
- 16.3 Notwithstanding Section 16.2 and if the claim only relates to non-payment of Services, the dispute may be settled by Stockholm District Court (Swe: *Stockholms Tingsrätt*) as first instance.
- 16.4 Any and all information disclosed during or otherwise in connection with the arbitration procedure including the content of the award constitutes Confidential Information.
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