

ETON SYSTEMS SLA TERMS AND CONDITIONS

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1. PREAMBLE

1.1. These General Conditions shall apply when the parties agree In Writing or otherwise thereto. Any modifications of or deviations from them must be agreed In Writing.

2. DEFINITIONS

2.1. In these General Conditions the following terms shall have the meanings hereunder assigned to them:



“Eton Systems UPS” or “System”: the machinery, apparatus, materials, articles, documentation, software and other products supplied by the Contractor under the Supply Contract for the Eton Systems UPS;

“Equipment”; the specific object (objects), which is (are) subject to maintenance under the Agreement;

“Gross Negligence”: an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contracting party would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such an act or omission;

“In Writing”: communication by document signed by both parties or by letter, fax, electronic mail and by such other means as are agreed by the parties;

“Service Level Agreement Price”: the annual Price for the Services supplied under this Agreement;

“Pricelist”: the Pricelist as defined in Appendix 4 of the Supply Contract for the Eton Systems UPS, which may be updated from time to time;

“Services”: the services, support and maintenance provided by the Contractor under the SLA;

“Service Level”: the Service Level stated in Section 3 “Scope of Services” in the SLA;

“Service Level Agreement” and/or “SLA”: the agreement In Writing between the parties concerning support, services and/or maintenance to be performed by the Contractor and all appendices, including agreed amendments and additions In Writing to the said documents;

“Service Level Agreement Price”: the annual payment to be made for the Services;

“Site”: the place where the Eton Systems UPS is installed;

“Software”: Any and all Software supplied with the Eton Systems UPS, including but not limited to the following individual computer program(s), in the configuration described in the Supply Contract:

Using EtonSelect:

- ETONselect™ - Production
- ETONselect™ - ECU-link
- ETONselect™ - End of Day
- ETONselect™ - Database Repair
- ETONselect™ - NET-link
- Eton Systems Firmware in ECU and Nodes;

Using EtonIngenious:

- EtonIngenious API

ETON  SYSTEMS
Above and beyond



- EtonIngenious Webterminal
- EtonIngenious Tracker
- EtonIngenious Custom Integrations
- Eton Systems Firmware in ICU and Nodes;

“Software License”: the annual software license as defined in the Eton Systems Software License Agreement (ESSLA), which may be adjusted per the terms of the ESSLA;

“Supply Contract”: the Contract for the Supply and Installation of the Eton Systems UPS.

“Update”: general updates, modifications or bug fixes to the Software, applicable to the generation of Software supplied with the Eton Systems UPS under the Supply Contract for the Eton Systems UPS;

3. **GENERAL**

- 3.1. The Contractor undertakes to perform the Services for the Equipment as defined in the Supply Contract for the System, to the extent specified in the SLA. The Services cover only the Hardware, Software and configuration defined in the Supply Contract for the System. The support and maintenance work shall, unless otherwise agreed, be performed at the Site of the Purchaser.
- 3.2. The Contractor undertakes to perform the Services for the Equipment provided that:
- a) all Systems at the Site have a valid SLA at the same Service level, and
 - b) all Systems at the Site have a valid Software License (ESSLA), and
 - c) the annual Service Level Agreement Price has been paid for all systems at the Site, and
 - d) all terms and conditions in the SLA are fulfilled, and
 - e) all Systems have been used in accordance with the functional description in the Supply Contract.
- 3.3. The Purchaser shall be responsible for the necessary daily care of the Equipment. The Purchaser shall, if so specified in the SLA, keep a log of the operation and the daily care of the Equipment.
- 3.4. Service work not included in the SLA, including but not limited to, consulting of new configurations, usages, applications, changes, moving or extensions of the System, may be offered by separate quotation or according to the Pricelist.

4. **SPARE PARTS**

- 4.1. Unless otherwise agreed by both Parties In Writing, the Contractor and the Purchaser shall only use parts of the original brand, or parts of equivalent quality if agreed by the Contractor, when carrying out maintenance and daily care of the Equipment.



- 4.2. The Contractor will not provide Service for, or be responsible for, or liable in any way whatsoever for, spare parts replaced with other brands by the Purchaser, or substituted parts not agreed by the Contractor.

5. CONTRACTOR'S EXCLUSIVE RIGHT

- 5.1. The Purchaser shall not without the Contractor's consent In Writing, except as specified in Clauses 20 and 24, carry out or have others carry out the Services which under the SLA shall be carried out by the Contractor. If the Purchaser does so, the Contractor's responsibility for previously performed Services shall cease, unless the result of the Services is not affected by the Purchaser's measures.

6. ALTERATIONS TO THE EQUIPMENT

- 6.1. The Purchaser shall without undue delay inform the Contractor by notice In Writing of any alterations in the Equipment or its operation or other measures taken by the Purchaser which may affect the Contractor's obligations under the SLA. If such alterations or measures significantly affect the Contractor's obligations, he is entitled to have the SLA amended. If the parties fail to agree on how to amend the SLA in respect thereof, the Contractor may, with immediate effect, terminate the SLA by notice In Writing to the Purchaser. In the event of such a termination, the Contractor shall also be entitled to compensation for the loss he incurs. The compensation shall be limited to five times the annual SLA Price specified in the SLA.
- 6.2. The Contractor will not provide Service for, be responsible for, or be liable in any way whatsoever for, alterations or modifications to the system by the Purchaser without the Contractor's consent.

7. SCOPE OF THE SERVICES

7.1. SERVICES AND SERVICE LEVELS

- 7.1.1. The SLA states which Service Level option is included in the SLA in Section 3 "Scope of Services".
- 7.1.2. The Service Level options are:
- a) L1 (Level One) Service Agreement
 - b) L2 (Level Two) Service Agreement
 - c) L3 (Level Three) Service Agreement
 - d) Option in addition to Level 1, 2 or 3 selected above - 24/7 e-mail, telephone and remote support.
- 7.1.3. The Services offered for each option are summarised in the below Table:



Services Included										
	1	2	3	4	5	6	7	8	9	10
	E-mail and Telephone Support (During CET Working Hours)	Remote Support (During CET Working Hours)	Software Updates	Remote System Performance Check Up	Discounted Spare Parts (%)	Annual Onsite Inspection and Performance Check	Recommendations of preventive maintenance at discounted price	On Site Breakdown Response	Training and Education	24/7 E-mail, Telephone and Remote Support
L1	Yes	Yes	Yes	No*	No*	No*	No	No*	No*	No
L2	Yes	Yes	Yes	Yes	10%	Yes	No	No*	No*	No
L3	Yes	Yes	Yes	Yes	20%	No	Yes	Yes	Yes	No
24/7 support	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes

*The Contractor may provide these services to the Purchaser, but they are not included as a part of the Agreement, and will be chargeable separately to the Agreement according to the prices in the Pricelist.

7.2. E-MAIL AND TELEPHONE SUPPORT (DURING CET WORKING HOURS)

- 7.2.1. The support will be available between the hours of 08:00 – 16:30 CET (GMT+1) on normal working days (Monday - Friday, not including Swedish public holidays).
- 7.2.2. There will be no support available on weekends, Swedish public holidays, or on the 24th, 25th, 31st of December and the 1st of January.
- 7.2.3. The support is provided in English through telephone, e-mail and service solely to the Purchaser's trained Key-users at the Site.
- 7.2.4. The support is provided by trained Contractor staff. If necessary, the support request may be escalated to a System specialist for deeper analysis and problem solving. Should this occur, there may be a delay before a suitable specialist is available.
- 7.2.5. The Contractor is not responsible for the interpretation of the provided support or for the work done on site. To enable the Contractor support team to have the right input data and for the Purchaser's staff to understand the support provided, it is essential that



only trained staff from the Purchaser, Key-users, are in contact with the Contractor support team.

- 7.2.6. Training of the Purchaser's Key-users is performed by the Contractor during System installation and/or through additional training courses.
- 7.2.7. The entire risk, as to the results of the support or the actions on the System in relation to the Support is assumed by the Purchaser.
- 7.2.8. If specialist or on-site Services are required (e.g. IT specialist, programming, Contractor technician required on site), and this is not included in the SLA, this service may be offered separately and ordered by the Purchaser at the price specified in the Pricelist.
- 7.2.9. If the number of support requests, whether by telephone and/or email, exceeds or is expected to exceed, a total of 20 (twenty) requests per year, the Purchaser and the Contractor shall perform an investigation into the cause of the requests and establish and implement an action plan to reduce the number of requests.

7.3. REMOTE SUPPORT (DURING CET WORKING HOURS)

- 7.3.1. Remote support will be available between the hours of 08:00 – 16:30 CET (GMT+1) on normal working days (Monday - Friday, not including Swedish public holidays).
- 7.3.2. There will be no remote support available on weekends, Swedish public holidays, or on the 24th, 25th, 31st of December and the 1st of January.
- 7.3.3. To enable remote support the Purchaser must have a valid Software License.
- 7.3.4. Remote support is provided by trained Contractor staff. If necessary, the support request may be escalated to a System specialist for deeper analysis and problem solving. Should this occur, there may be a delay before a suitable specialist is available.
- 7.3.5. Remote support is a web-connection service offered by the Contractor software specialist solely to the Purchaser's Key-users at the installed System site. The Purchaser is responsible for providing a stable web connection to all connected computers.
- 7.3.6. The Purchaser will not hold the Contractor liable for any costs or loss of use of the System that may occur as a result of unstable web connections, power cuts, hardware faults or other interruptions to the remote support. The Contractor reserves the right to deny remote support if the Contractor considers the risk of such interruptions to be too high.
- 7.3.7. The Purchaser will provide the necessary software to facilitate remote access and ensure that the Contractor has access to any passwords required. The Contractor will specify and/or recommend the requirements for the remote access software, which may change over time.

7.4. SOFTWARE UPDATES

- 7.4.1. The Software is licensed to the Purchaser under the Eton Systems Software License Agreement (ESSLA).



- 7.4.2. If the Purchaser has a valid ESSLA, the Licensee is entitled to receive and use Updates if and when made commercially available by the Licensor. The Licensee is not entitled to receive new versions and/or new generations of the Software.
- 7.4.3. Any costs associated with the installation of an Update will be:
- a) included within the SLA price for a Level 1, 2 or 3 SLA, or
 - b) invoiced to the Licensee according to the Pricelist for an “On The Go” SLA.
- 7.4.4. The Contractor has the right to perform system updates if deemed necessary to ensure the overall stability and performance of the Software.
- 7.4.5. The Purchaser is responsible for ensuring remote access to the System, with a performance level high enough that the Contractor can give proper support and perform necessary updates etc.

7.5. REMOTE SYSTEM PERFORMANCE CHECK UP

- 7.5.1. Remote System performance checkup will be available between the hours of 08:00 – 16:30 CET (GMT+1) on normal working days (Monday - Friday, not including Swedish public holidays).
- 7.5.2. There will be no Remote System performance checkup available on weekends, Swedish public holidays, or on the 24th, 25th, 31st of December and the 1st of January.
- 7.5.3. The Purchaser is entitled to a maximum of four (4) remote system performance checks per year.
- 7.5.4. The Purchaser shall ensure the availability of remote access to the System, preferably through a commonly used channel like TeamViewer or by supplying the Contractor with access through a VPN.

7.6. DISCOUNTED SPARE PARTS

- 7.6.1. The Purchaser will receive a discount on Spare Parts Prices dependent on the Level of SLA:
- Level 1 (L1) - no discount (0%)
 - Level 2 (L2) - ten percent (10%)
 - Level 3 (L3) - twenty percent (20%)
- 7.6.2. The discount will be calculated on the latest List Price of Spare Parts, and does not include any discount on taxes, shipping, freight and logistics costs.
- 7.6.3. Spare parts will be delivered under the Spare Parts Terms and Conditions, separate from the terms, condition and warranty of the System. Spare Part Terms are provided, on request, from the Contractor separately.

7.7. ANNUAL ONSITE INSPECTION AND PERFORMANCE CHECK



- 7.7.1. The onsite inspection and performance check is an annual on Site System review, to establish the status of the System and identify issues that may be effecting the System performance, and will be undertaken during normal working hours.
 - 7.7.2. A written report will be prepared after the Site visit and made available to the Purchaser outlining current operating hardware and software status, improvements and/or improvement suggestions, suggested replacement or spare parts required. The report shall, unless otherwise agreed, be in the same language as the SLA.
 - 7.7.3. The Site visit shall be planned a minimum of two (2) months in advance.
 - 7.7.4. The onsite inspection and performance check is a review by a trained System specialist(s). It does not include:
 - a) replacement or spare parts,
 - b) service or maintenance work,
 - c) adjustments or modifications to the hardware or Software or
 - d) the Contractor's travel, accommodation and subsistence costs for the Site visit, including but not limited to:
 - I. flights, trains, taxis
 - II. hotel accommodation
 - III. car rental and fuel
 - IV. subsistence (food, drinks etc)
 - V. visa costs
- The price to be paid by the Purchaser for such costs will be calculated on the basis of cost + fifteen percent (15%).
- 7.7.5. If, as a result of the Site visit, the Purchaser requires further Services to be undertaken by the Contractor, including but not limited to maintenance work, replacement of parts, adjustments to the System hardware or Software, the Contractor may offer to perform such on-site services, together with the Purchaser's Key-users, and these Services will be invoiced separately to the Purchaser according to the Pricelist.

7.8. RECOMMENDATIONS OF PREVENTIVE MAINTENANCE

- 7.8.1. Following the annual inspection, the contractor will submit recommendations of preventive maintenance at discounted price.

7.9. ON SITE BREAKDOWN RESPONSE

- 7.9.1. The On Site Breakdown Response will be performed on the System, together with the Purchaser Key-users, at the System Site.
- 7.9.2. The Contractor will make best endeavours to have technicians on Site within three (3) Working Days of the date when e-mail, telephone and/or remote Support and the



Purchaser could not resolve the issue, and an on Site visit is agreed to be necessary by both Parties.

- 7.9.3. The Contractor's working and traveling time costs for the on Site Breakdown Response visit will be borne by the Contractor.
- 7.9.4. Spare parts and shipping costs will be borne by the Purchaser and invoiced according to the SLA other than when included in the Wear Parts Package in 7.8.4. above.
- 7.9.5. The Contractor's travel, accommodation and subsistence costs for the Breakdown Response Site visit, including but not limited to:
 - a) flights, trains, taxis
 - b) hotel accommodation
 - c) car rental and fuel
 - d) subsistence (food, drinks etc)
 - e) visa costswill be borne by the Contractor.
- 7.9.6. On Site Breakdown Response included within the SLA is limited to three (3) Site visits per year. Additional visits ordered by the Purchaser will be invoiced to the Purchaser according to Pricelist. In such instance, Contractor working and traveling time costs for the on Site visit will be borne by the Purchaser.
- 7.9.7. The on Site Breakdown Response will only provide Service to the issue/error originally reported to the e-mail, telephone and/or remote Support. Additional Services may, if agreed with the Contractor, be purchased during the same Site visit and will be invoiced separately according to the Pricelist.
- 7.9.8. The Breakdown Response service is given by specially trained Contractor technicians with, if needed, distance support from System Specialist. If, for any reason, a Specialist is needed for deeper analysis and problem solving this could affect time and prices for the service.
- 7.9.9. A written report will be prepared after the Breakdown Response Site visit and made available to the Purchaser outlining the cause of the issue, current operating hardware and software status, improvements and/or improvement suggestions, suggested replacement or spare parts required. The report shall, unless otherwise agreed, be in the same language as the SLA.

7.10. TRAINING AND EDUCATION

- 7.10.1. One training course will be provided per year at the Purchaser's site, or if agreed by both Parties, at the Contractor's premises.
- 7.10.2. The Contractor's working and traveling time costs for the training course will be borne by the Contractor.



- a) flights, trains, taxis
- b) hotel accommodation
- c) car rental and fuel
- d) subsistence (food, drinks etc)
- e) visa costs

will be borne by the Purchaser. The price to be paid by the Purchaser for such costs will be calculated on the basis of cost + fifteen percent (15%).

7.10.3. The training course will be provided for up four (4) Purchaser employees, and will be provided over a maximum of two (2) days by one Contractor employee.

7.10.4. The training course will be undertaken during normal working hours.

7.11. 24/7 E-MAIL, TELEPHONE AND REMOTE SUPPORT

7.11.1. The support will be available 24 hours per day on all days of the year except the 24th, 25th, 31st of December and the 1st of January.

7.11.2. Clauses 7.2.3 to 7.2.9 and 7.3.3 to 7.3.7 as above also apply to 24/7 e-mail, telephone and remote support.

7.11.3. The Price of optional 24/7 support is in addition to the Price of the Level, 1, 2 or 3 SLA selected.

7.12. ON THE GO SLA

7.12.1. If the Purchaser has a valid signed "On the Go" SLA, these terms and conditions will apply. Prices for Services provided will be as per the Pricelist.

7.12.2. Prioritization, if necessary, for the provision of Services will be given to Purchasers with a valid SLA at Level 1, 2 or 3 over that given to an "On the Go" SLA.

8. AGREEMENT DURATION

8.1. Unless otherwise agreed, the SLA is concluded for a period of one (1) year and shall be extended by one year at a time, unless terminated by notice In Writing at least three (3) months before the expiry of the current SLA period.

8.2. The Contractor reserves the right to change the terms of the SLA when the System has reached its lifetime (if not otherwise stated 7 years). The Purchaser will be notified of changed terms six (6) months before the changes are put into force.

9. PAYMENT TERMS AND SLA PRICE,

9.1. Unless otherwise agreed, the annual SLA Price for each System shall be paid before the start of each SLA period.

9.2. All other payments invoiced under the SLA shall be made against invoice within 30 days after the date of the invoice.



9.3. Except as defined in clauses 7.8.3.d), 7.9.5. and 7.9.6 above, traveling, accommodation and subsistence expenses, including but not limited to:

- a) flights, trains, taxis
- b) hotel accommodation
- c) car rental and fuel
- d) subsistence (food, drinks etc)
- e) visa costs

are not included in the Service Level Agreement Price) and , and will be invoiced separately to the Purchaser at cost + 15%.

9.4. If the Contractor's personnel are required to work outside their normal working hours or to spend time waiting due to circumstances attributable to the Purchaser, the costs therefor shall be invoiced separately in accordance with the rates in the Pricelist.

9.5. If the Services are delayed due to a cause not attributable to the Contractor, the Purchaser shall compensate the Contractor for:

- a) waiting time and time spent on extra journeys;
- b) costs and extra work resulting from the delay, including removing, securing and setting up the Equipment and repair equipment;
- c) additional costs as a result of the Contractor having to keep his repair equipment at the Purchaser's premises longer than expected;
- d) additional costs of journeys and board and lodging for the Contractor's personnel;
- e) additional financing costs and costs of insurance;
- f) other documented costs incurred by the Contractor as a result of changes in Services.

10. NOTICE OF ALTERED SLA PRICE

10.1. The price of the annual SLA fee will be adjusted on a yearly basis for inflation and may be adjusted for exchange rate variations. The adjustment of the annual price will be notified in writing with no less than 30 days' notice.

10.2. If the System is extended or modified during the SLA period, and the Contractor at its sole discretion decides that the changes will require an adjustment to the costs of the Services provided in the SLA, the Contractor will advise the increase the SLA Price.

11. LATE PAYMENT

11.1. If the Purchaser fails to pay at the due date, the Contractor shall be entitled to interest from the day on which payment was due and to compensation for recovery costs. The rate of interest shall be as agreed between the parties in the SLA or otherwise 8 percentage points above the rate of the main refinancing facility of the European Central Bank. The



compensation for recovery costs shall be 1 per cent of the amount for which interest for late payment becomes due.

- 11.2. The Contractor may in addition, after having notified the Purchaser thereof, suspend his performance of the SLA until he receives payment and, after completion of the Services, retain the Equipment and other equipment of the Purchaser which may be in his possession, as far as allowed under the relevant law. The Purchaser shall in case of suspension further compensate the Contractor for any additional costs incurred due to the suspension and resumption of the Services.

12. PREPARATORY WORK AND WORKING CONDITIONS

- 12.1. If the Services are to be carried out at the Site of the Purchaser, the Purchaser shall ensure that:
- a) the Contractor's personnel are able to start work in accordance with the agreed time schedule and to work during normal working hours. Provided that the Purchaser has been given notice In Writing in reasonable time, the Services may be performed outside normal working hours to the extent deemed necessary by the Contractor;
 - b) the Purchaser has, in good time before the agreed or notified date for starting the Services, informed the Contractor In Writing of all relevant safety regulations in force at the Site. The Services shall not be carried out in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall have been taken before the Services are carried out and shall be maintained. The Contractor shall inform the Purchaser of any special hazards that the Services may entail;
 - c) the Contractor's personnel are able to obtain suitable and convenient board and lodging in the neighbourhood of the Purchaser's premises and have access to internationally acceptable hygiene facilities and medical services;
 - d) the Purchaser has made available to the Contractor free of charge at the proper time at his premises all necessary cranes, lifting equipment and equipment for transport at the premises, auxiliary tools, machinery, materials and supplies (including fuel, oils, grease and other materials, gas water, electricity, steam, compressed air, heating, lighting, etc.), as well as the measuring and testing instruments of the Purchaser. The Contractor shall specify In Writing his requirements concerning such cranes, lifting equipment, equipment for transport at the Purchaser's premises and measuring and testing instruments in good time before the agreed or notified date for starting the Services.
 - e) the Purchaser has made available to the Contractor free of charge sufficient offices at the Site, equipped with telephone and access to the Internet;
 - f) the Purchaser has made available to the Contractor free of charge necessary storage facilities, providing protection against theft and deterioration of the tools and equipment required for the Services and the personal effects of the Contractor's personnel;



g) the access routes to the place where the Services are to be carried out are suitable for the required transport of the Contractor's equipment.

12.2. If the Contractor so requires, the Purchaser shall give all necessary assistance for the import and re-export of the Contractor's equipment and tools, including assistance with customs formalities. The assistance as such shall be provided free of charge.

12.3. The Purchaser shall give all necessary assistance to ensure that the Contractor's personnel obtain, in good time, visas and any official entry, exit or work permits and, if necessary, tax certificates in the Purchaser's country, as well as access to the Site. The assistance as such shall be provided free of charge.

13. CUSTOMER'S DELAY

13.1. The Purchaser shall immediately notify the Contractor if he cannot let the Contractor carry out the Services at the agreed or notified time. Any agreed time for completion of the Services shall then be extended as necessary having regard to all the relevant circumstances.

13.2. Regardless of the cause for such delay the Purchaser shall reimburse the Contractor any additional costs that the latter incurs due to the delay.

14. CO-ORDINATION OF SERVICES, ACCESS AND LANGUAGE

14.1. The Service is given to and in cooperation with specially trained, English speaking Key-users.

14.2. All translations and interpretations needed will be organized and paid by the Purchaser.

14.3. The SLA is, if not otherwise stated, only valid in Europe and North America. All communications and documentation will be in English. Separate SLA will have to be set up for other regions.

14.4. To enable the Contractor Support team to have the right input data and for the Purchaser's staff to understand the provided support it is essential that only specially trained staff from the Purchaser, Key-users, are in contact with the Support Team. Training of Purchaser's Key-users is done by the Contractor during System Installation or through separate purchased On-Site Training Visits.

14.5. The Purchaser confirms that if Key-users, managers or any other person on behalf of the Purchaser contacts the Contractor to order Services according to the SLA, by phone, email or any other method, that the Contractor may invoice according to the terms of the SLA without further documentation, approvals or authorisations.

14.6. The service requires the Purchaser to provide the Contractor's technicians the right access, input data and other authorisations needed to solve the case, including accompanying the service work with a specially trained Key-user.

14.7. Unless the time for performing the Services at Site is specified in the SLA, the Contractor shall notify the Purchaser at least one week in advance of the time when the Services will be carried out.



15. TRANSPORT OF EQUIPMENT AND RISK OF LOSS AND DAMAGE TO EQUIPMENT WHERE SERVICE IS CARRIED OUT ELSEWHERE THAN AT THE CUSTOMER'S SITE

- 15.1. The risk of loss or damage to Equipment while outside the Purchaser's Site for the purpose of performing the Services shall be borne by the Purchaser, unless such loss or damage is due to negligence of the Contractor.
- 15.2. If not otherwise agreed, the Purchaser shall arrange for the transport of the Equipment from and to the Purchaser's Site. The Purchaser shall give appropriate notice In Writing to the Contractor about the time and means of transport of the Equipment concerned from and to the Purchaser's premises.
- 15.3. Where the Purchaser is in delay in taking delivery of the Equipment concerned, the Contractor shall arrange for suitable storage at the Purchaser's risk and expense.

16. TECHNICAL DOCUMENTATION

- 16.1. The Purchaser shall in good time provide current technical documentation (e.g. drawings, descriptions, charts and instructions) in his possession, which is relevant for carrying out the agreed Services. The Purchaser shall further provide the log referred to in Clause 3.3.3. The Contractor may not use such documentation for any other purpose than to fulfil the SLA.

17. ASSIGNMENT, SUBCONTRACTING

- 17.1. Neither party may assign the SLA to a third party. The Contractor may, however, after notifying the Purchaser thereof In Writing, subcontract performance of the maintenance to a third party. The Purchaser shall be informed of the identity of the subcontractor. Such subcontracting shall not in any way affect the Contractor's obligations under the SLA.

18. TESTING AFTER SERVICES AT SITE

- 18.1. When the Contractor has completed the Services at Site he shall notify the Purchaser thereof In Writing. The Contractor shall thereafter assist the Purchaser in carrying out such tests as have been agreed upon or as are reasonably required in order to ascertain that the Service work has been successfully completed.

19. CONTRACTOR'S DELAY

- 19.1. If the Contractor, due to a lack of proper skill and care or otherwise due to negligence, fails to start or complete the Service work at the agreed time, the Purchaser may by notice In Writing to the Contractor fix a final reasonable period for starting or completing the Service work, which period shall not be less than two weeks.
- 19.2. If the Contractor fails to start or complete the Service work within such final period, the Purchaser may himself undertake or employ a third party to undertake necessary Service work.
- 19.3. Where successful Service work has been undertaken by the Purchaser or a third party pursuant to the previous paragraph of this Clause, the Purchaser shall be entitled to compensation by the Contractor of the reasonable costs of such successful Service work.



- 19.4. Compensation of costs as stated in the paragraphs above as shall be the sole remedy available to the Purchaser in case of a failure of the Contractor to start or complete Service work at the agreed time, as referred to in this Clause.

20. NOTICE OF DEFECTS

- 20.1. The Purchaser shall without undue delay notify the Contractor In Writing of any defect which appears in the work performed or in the parts provided by the Contractor.
- 20.2. If the Purchaser fails to give notice of a defect without undue delay he shall lose his rights in respect of the defect, except where the defect is such that it should have been apparent to the Contractor.

21. LIABILITY FOR DEFECTS

- 21.1. The Contractor shall at his own cost remedy any defects in the Services work or in parts he has provided without undue delay after receipt of a notice under Clause 21 or after he himself discovered the defect.

22. LIABILITY PERIOD

- 22.1. Unless otherwise agreed, the Contractor shall be liable for the Services work during the Duration of the SLA and for a period of twelve months after the work was performed.
- 22.2. The Contractor's liability for parts he has provided under the SLA shall only apply to defects which become apparent within twelve months after delivery to the Purchaser or, if the Contractor has installed the part(s) concerned during Service work, within 12 months after the work was completed.

23. CONTRACTOR'S FAILURE TO REMEDY DEFECTS

- 23.1. If the Contractor, due to a lack of proper skill and care, fails to fulfil his obligation under the SLA to remedy functional defects which have arisen in the Equipment or his obligation under Clause 22 to remedy defects in the Service work or in parts he has provided, the Purchaser may by notice In Writing to the Contractor fix a final reasonable period for completion of the Contractor's obligations, which period shall not be less than two weeks.
- 23.2. If the Contractor fails to fulfil his said obligations within such final period, the Purchaser may himself undertake or employ a third party to undertake necessary remedial work.
- 23.3. Where successful remedial work has been undertaken by the Purchaser or a third party pursuant to the previous paragraph of this Clause, the Purchaser shall be entitled to compensation by the Contractor of the reasonable costs of such successful remedial work.
- 23.4. Compensation of costs of remedial work, as stated in the previous paragraphs, shall be the sole remedy available to the Purchaser in case of a failure of the Contractor to remedy defects referred to in the first paragraph.

24. MEASURES TO PREVENT DAMAGE

- 24.1. If defects in the Contractor's work or in parts provided by him may cause damage to the Purchaser's property, including the Equipment, the Purchaser shall immediately inform the



Contractor In Writing. The Purchaser shall bear the risk of damage to his property resulting from his failure so to notify. The Purchaser shall take reasonable measures to minimise damage and shall in that respect comply with instructions of the Contractor. The Contractor shall compensate the Purchaser for the necessary costs for such measures to the extent that the Contractor would have been liable for the damage.

25. LIABILITY FOR DAMAGE TO THE CUSTOMER'S PROPERTY

- 25.1. The Contractor shall be liable for damage to the Purchaser's property, including the Equipment, caused by the Contractor's negligence in connection with the Service work under the SLA. The Contractor's liability shall, unless otherwise agreed, for each occurrence be limited to 4,000 EUR or the yearly SLA Price specified in the SLA if this is a higher amount.

26. LIMITATION OF LIABILITY

- 26.1. The Contractor's liability under these Terms and Conditions does not cover defects or damage due to circumstances which are not attributable to the Contractor, such as incorrect use of the Equipment, incorrect daily care by the Purchaser or incorrect measures under Clause 25. Nor shall the Contractor be liable for normal wear and tear.
- 26.2. Except as explicitly stated otherwise in these Terms and Conditions, the Contractor shall have no liability for defective work, defective parts provided under the SLA or otherwise for his negligence. This applies to indirect or consequential losses, such as, but not limited to, commercial or economical losses, loss of production, loss of revenue, loss of profit, loss of use, loss of contracts, delay and business interruption and other similar causes or losses, or for any other consequential or indirect loss whatsoever. In any case the Contractor's entire liability in any connection with the SLA shall not exceed the SLA Price paid for the Services and only for the Service affected by the cause. This limitation shall apply even in the event of a fundamental breach or a breach of the fundamental terms of this agreement.
- 26.3. This limitation of the Contractor's liability shall not apply if he has been guilty of Gross Negligence.
- 26.4. If the Contractor incurs liability towards any third party for damage to property arising in connection with performance of the SLA, the Purchaser shall indemnify, defend and hold the Contractor harmless to the same extent as the Contractor's liability towards the Purchaser is limited under these Terms and Conditions.
- 26.5. If a claim for loss or damage as described in this Clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof In Writing.
- 26.6. The Contractor and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Equipment and arising in connection with the Services work. The liability between the Contractor and the Purchaser shall however be settled in accordance with Clause 32.

27. TERMINATION

- 27.1. In addition to what is specified in Clauses 6, 9, and 29, each party may terminate the SLA with immediate effect if the other party commits a serious breach of the SLA and fails to



remedy such breach within 30 days after notice In Writing of the breach has been sent. Termination shall be made by notice In Writing.

- 27.2. If the SLA is terminated under this Clause, the party terminating the SLA shall be entitled to compensation for the loss he incurs. Such compensation shall, unless otherwise agreed, be limited to the amounts stated in Clause 26.
- 27.3. Without prejudice to any remedy it may have against the other for breach or non-performance of the SLA either party shall have the right to terminate the SLA by giving the other party not less than thirty (30) days' notice in writing if there is reason to assume that the other party has become insolvent.
- 27.4. The Contractor shall have the right to terminate the SLA by giving the Purchaser no less than thirty (30) days' notice in writing if:
- a) the ownership or the management of the Purchaser is changed, or
 - b) the System is used in another way than described in the Supply Contract.
- 27.5. Notice of termination shall be given without undue delay after the circumstance which is referred to as ground for termination was or should have been known to the Contractor.
- 27.6. The Purchaser has no right to any compensation or other remuneration by reason of expiration or termination of the SLA except as stated in these Terms and Conditions or payment of compensation or damages according to compulsory law in Sweden existing at the time of termination of the SLA.

28. FORCE MAJEURE

- 28.1. Either party shall be entitled to suspend performance of his obligations under the SLA to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, natural disasters, extreme natural events, terrorists acts and defects or delays in deliveries or work by subcontractors caused by any such circumstance referred to in this Clause.
- 28.2. A circumstance referred to in this Clause, whether occurring prior to or after the formation of the SLA, shall give a right to suspension only if its effect on the performance of the SLA could not be foreseen at the time of the formation of the SLA.
- 28.3. The party claiming to be affected by Force Majeure shall notify the other party In Writing without delay on the intervention and on the cessation of such circumstance. If a party fails to give such notice, the other party shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.
- 28.4. Regardless of what might otherwise follow from these Terms and Conditions, either party shall be entitled to terminate the SLA by notice In Writing to the other party if performance of the SLA is suspended under this Clause for more than three (3) months.



29. CONSEQUENTIAL LOSSES

29.1. Save as otherwise stated in these Terms and Conditions there shall be no liability for either party towards the other party for indirect or consequential losses, such as, but not limited to, commercial or economical losses, loss of production, loss of revenue, loss of profit, loss of use, loss of contracts, delay and business interruption and other similar causes or losses, or for any other consequential or indirect loss whatsoever.

30. NOTICES

30.1. Any notice, request, consent and other communication to be given by a party under the SLA shall be in the English language and deemed to be valid and effective if sent by registered prepaid airmail (letter) and properly addressed to the Contractor and the Purchaser according to its last notified postal address.

30.2. If, due to a change in any applicable compulsory law or due to a decision or other act by any competent authority, one or more terms of the SLA can no longer be enforced or an amendment of one or more of the terms of the SLA is required, the parties agree that they shall endeavour to find an alternate solution approaching as near as possible the contractual situation existing prior to such a change, decision or act. If such a solution is not found within three (3) months from the parties having learned about such decisions or act, either party may refer the issue according to Clause 32.

31. DISPUTES. APPLICABLE LAW

31.1. Unless otherwise agreed in the SLA, all disputes arising out of or in connection with the SLA shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC). The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.

The arbitration shall take place in Gothenburg. The language to be used in the arbitral proceedings shall be English.

31.2. Unless otherwise agreed in the SLA, the SLA shall be governed by the substantive law of Sweden.