

Attachment 6: op5 Services Terms and Conditions

- 1 Services
 - 1.1 By the Agreement being signed by both parties the Supplier will provide professional services as specified in Attachment 6.1.
- 2 Changes/additions
 - 2.1 If any party, during the implementation of the Service, requests to change or make additions, this party shall inform the counterpart, in writing or via email regarding the/those changes and/or additions which are requested.
 - 2.2 The counterpart shall, within a reasonable amount of time from the reception of such notification, notify, in writing or via email, regarding if such changes/additions affect price, schedule etc. A party may not refuse to accept changes/additions unless there are specific reasons at hand.
 - 2.3 In order for it to be valid, each agreement, regarding changes/additions which comprise changes of price and/or changes of schedule, or by other terms and conditions, shall be established in writing or via email, dated and confirmed by both parties and shall thereafter constitute an integrated part of the Agreement.
 - 2.4 If no agreement, regarding terms and condition, has been entered into, in accordance with paragraph 2.3, but if the Supplier has confirmed it anyway, in writing or via email, to the Customer that he /she accepts the Customer's request for change/addition, the change/addition shall be performed on a current basis by applying the Supplier's price list, at each occasion, and the Supplier shall be entitled to a reasonable extension for time.
- 3 The implementation of the service
 - 3.1 The Supplier is responsible for that the Supplier's employees, and by the Supplier contracted subcontractors, have required competence to be able to fulfill the Supplier's commitments, in accordance with the Agreement. The Supplier may, after informing the Customer, replace employees, and hire and/or change subcontractor in order to carry out certain parts of the Service.
 - 3.2 The Service shall be performed in accordance with the agreed upon schedule, with the changes which are agreed upon in writing or via email between the parties, or such extension of time which the Supplier may, in other cases, be entitled to, in accordance with the agreement.
 - 3.3 The Service shall be performed in a professional manner

3.4 The Customer shall submit, to the Supplier, a required and free of charge access to the Customer's facilities in order for the Supplier to be able to fulfill his/her commitments to the Customer. The Customer shall implement agreed upon and requested preparations, in accordance with the Supplier's orders. Such orders shall be submitted by the Supplier in a reasonably timely manner.

4 Delay

4.1 If delay arises, both parties are responsible for that necessary action is carried out so that the schedule, using their best efforts, can be maintained.

4.2 If delay arises, the Supplier may recommend the Customer necessary implementations in order for the schedule to be followed, using the best efforts. If the Customer does not follow such a recommendation from the Supplier, the Supplier shall, if he/she deems it to be of significance for the implementation of the service that the recommendation is followed, notify, in writing or via email, the Customer hereof.

4.3 A delay by the Supplier shall be deemed to exist if the Completion day, in accordance with paragraph 6.1, has not occurred in the schedule's prescribed time, with the changes that, in writing or via email, were agreed upon, or which can otherwise be concluded from paragraph 4.4.

4.4 The Supplier is, without limitation to what is stated in these terms and conditions, entitled to a reasonable extension of time, if he/she is delayed due to circumstances which the Customer is responsible for, e.g. the Customer's lack in fulfilling his/her commitments, in accordance with paragraph 3.2, failure to follow reasonable recommendation, in accordance with paragraph 4.2 or the lack of payments or due to such circumstances which are stated in paragraph 4 of the General Terms and Conditions (Force Majeure) or what is stated in paragraph 2.4.

4.5 If the Supplier's delay, in accordance with paragraph 4.3 has lasted more than (5) weeks and if it is entirely caused by circumstance(s) which the Supplier is in control of, the Customer is entitled to cancel the Agreement after having submitted to the Supplier, with a definite reference to this paragraph, a final and reasonable time limit for when the Service shall be completed and when Completion day, in accordance with paragraph 6.1, shall take place at the latest, and the Supplier, after such time limit's expiration, still has not submitted a notice, in accordance with paragraph 6.2.

4.6 Upon the Customer's cancellation, in accordance with paragraph 4.5, the Customer shall be entitled to demand compensation for damages.

5 Compensation for the Supplier's unutilized resources

5.1 If the Supplier may not, due to circumstances which are caused by the Customer or in any other relation on behalf of the Customer, wholly or partly utilize resources that have been assigned for the service (including subcontractors under contract), the Supplier is entitled to, after having notified the Customer, charge compensation for such assigned resources that can not be utilized. Additionally, the Supplier may be entitled to a reasonable time extension, as stated in paragraph 4.4.

- 5.2 The Supplier shall, in order not to lose the right for compensation in accordance with paragraph 5.1, in writing, put forward a request for compensation, no later than one (1) month after that the circumstance, stated in paragraph 5.1 has occurred.

6 Approval

- 6.1 A Service is deemed to be finished when the Supplier has completed the services which are specified in an applicable Attachment.
- 6.2 When a Service is completed, the Supplier shall notify the Customer of this, in writing or via email, at which the Completion day is deemed to have occurred.
- 6.3 If the Customer confirms that the Service, in essentials parts, corresponds to the specification, the Customer shall, in writing or via email, approve the Service, upon which the Approval day has occurred.
- 6.4 If the Customer confirms that the Service cannot be approved, the Customer shall submit a complete list, to the Supplier, of the defects or the like, which the Customer has encountered. The Supplier shall, subsequently, within reasonable time, carry out required corrective implementations. When such implementations have been carried out, the Supplier shall submit a written notice to the Customer regarding this matter. The regulations in 6.3 and 6.5-6.7 shall then have the corresponding applicability.
- 6.5 If the Customer demonstrates that the Service, after the Supplier's corrective implementation, can not be approved, the Customer shall, within one (1) month from the Supplier's notification, in accordance with paragraph 6.4, either approve the Service and simultaneously establish a final list of the Supplier's existing insufficiencies, in accordance with paragraph 8.1, or, if the Service is not approved, cancel the Agreement, at which the Customer is entitled to demand compensation for damages.
- 6.6 Regardless if the Customer has submitted his/her approval, the Customer shall be deemed as having approved the Service and Approval day shall be deemed as having occurred:
- a) if the Customer fails to, within one (1) month after the Supplier's notification, in accordance with 6.2 or 6.4, notify the Supplier, in writing or via email, whether the Service is approved or not, or
 - b) if the Customer utilizes what has been produced through the Service wholly or in its essential parts, in its operation...
- 6.7 The Supplier is not liable for defects or delays which are caused by defects or the like in Third party product.

7 The right to obtain result

- 7.1 With reservation for the license, which the Supplier has submitted to the Customer, in accordance with the License agreement, the Supplier and its subcontractors shall be entitled to all ownership rights, copyrights and/or other non tangible rights of result, know-how, inventions, drawings or the like, of a technical, operational as well as financial nature, that have been developed by the Supplier, alone or together with the Customer's employees, or by the Supplier's subcontractors, as a part of the implementation of the Service, including the right to make modifications.
 - 7.2 The Supplier hereby submits to the Customer, without demanding a specific compensation, a non exclusive license to utilize and allow licensed users to utilize, only for the Customer's own business processes, all rights to result, know-how, inventions, drawings or the like, of a technical, operation as well as financial nature, that are developed by the Supplier, alone or together with the Customer's employees, or by the Supplier's subcontractor, as a art of the Service, including the right to make modifications.
- 8 Correction of insufficiencies
- 8.1 The Supplier commits to, within a reasonable time period, after the Approval day, rectify (i) such insufficiencies in the Service, which have been documented, in accordance with chapter 6 and (ii) such insufficiencies that have not been discovered or should have been discovered prior to the Customer's approval but that have been discovered by the Customer within one (1) month after the Approval day. Insufficiencies that entirely depend on poorly executed services by the Supplier, for which he/she has obtained compensation, shall be rectified free of charge. The correction will, otherwise, take place, in accordance with the current prices for Services in general.
 - 8.2 Insufficiencies which the Supplier is responsible for, in accordance with paragraph 8.1, shall not include:
 - a) deficiencies in Third Party products,
 - b) deficiencies caused by changes or encroachments undertaken by the Customer.
 - c) deficiencies caused by the Customer's utilization of equipment, other then than those prescribed by the Supplier, accessories or system software, or
 - d) deficiencies due to the Customer not submitting correct or complete information, or samples of test data, to the Supplier.
 - 8.3 In order for the Customer to be able to cite deficiencies, the customer shall submit the existence of the deficiency to the Supplier immediately after it has been discovered. The Customer shall state, and when needed, prove how the Deficiency is manifested.
 - 8.4 At the rectification of the Customer's Deficiency, the Supplier shall be granted access to the Customer's implemented system during therefore required time. Rectification shall take place during the Supplier's regular working hours. At the Supplier's request, a representative of the Customer shall be present during the Supplier's assignment.
 - 8.5 If the Customer has moved from the original address where the installation was made, the Customer shall be responsible for the additional cost, which thereby may arise for the Supplier at the rectification of the Insufficiencies with the Customer.

- 8.6 If the Customer has reported the existence of Insufficiencies, and that after the Supplier's investigation proving that there are no Insufficiencies at hand, which the Supplier is responsible for, the Customer shall compensate the Supplier, in accordance with, for each time, the current Supplier's price list for performed work in relation to the Customer's report.
- 8.7 If the Supplier has not rectified the Deficit, within an appropriate time period, which the Supplier is responsible for, the Customer may, in writing or via email, give him/her a final and reasonable time limit for the rectification. If the Deficit is not rectified when the time limit has expired, the Customer is entitled to a deduction of the fee for implemented work or in existing cases of the paid compensation equivalent to the Deficit and also has the right to demand compensation for damages.
- 8.8 The Supplier's responsibility for Deficits are, except for cases of gross negligence, limited to the above statement, and the Customer is not able to demand other claims against the Supplier, due to the Deficit.

9 Infringement in third party rights

- 9.1 Should any third party initiate legal proceedings against the Customer, which is based on statements regarding infringement in patent or in copyright when using the Service, or any part thereof which is obtained by the Customer, in accordance with this Agreement (Infringement case) the Supplier commits to compensate and hold the Customer non liable for costs and/or compensation for damages which are adjudged in such an Infringement case or of similar conciliations thereof, on the condition:
 - 9.1.1 that the Customer immediately informs the Supplier, in writing or via email, regarding such action or claim against the Customer.
 - 9.1.2 that the Customer does not make any admissions, except for which may be requested by law, that complicate or could complicate the defense;
 - 9.1.3 that the Customer assures the Supplier complete control of the action's execution and of negotiations regarding settlement or conciliation of the case; and
 - 9.1.4 that the Customer, in such a case, cooperates with the Supplier.
- 9.2 If the Customer becomes subject to, or if there is a risk that the Customer can become subject to, in accordance with the Supplier's assessment, the Supplier shall be entitled to, at his/her own expense and that after his/her choice:
 - 9.2.1 assure the Customer the right to a continued utilization of the Service;
 - 9.2.2 perform an exchange or modifications so that infringements no longer are at hand;
or

- 9.2.3 if none of these measures are possible for a reasonable cost and on conditions that are not unreasonably burdening for the Supplier, the Supplier shall compensate the Customer with amounts equivalent to what the Customer has paid for the Service, in exchange for the Customer, upon written request by the Supplier and on the Supplier's expense, returns the relevant documentation belonging to the Service, manuals and other written material.
- 9.3 If the Customer has caused significant damage, due to the infringement, the Customer is entitled to immediately cancel the Agreement.
- 9.4 Regardless of what is further stated in this Agreement, the Supplier's obligations shall not be valid, in accordance with the paragraphs 9.1 and 9.2, and the Supplier shall not be liable if the infringement is caused by;
 - 9.4.1 utilization of the result of the Service, or parts thereof, with other software or equipment (including Third party products), if infringement should not otherwise be at hand:
 - 9.4.2 modification of the result of the Service, or parts thereof, which is not performed by the Supplier, unless infringement should not be at hand without such modification, or
 - 9.4.3 The Customer's negligence to participate in exchanges or modifications, in accordance with 9.2.2 above, unless infringement should not otherwise be at hand.
 - 9.4.4 design, specifications or demands obtained by the Customer regarding the actual formulation of the Service, or parts thereof.
- 9.5 The parties agree that this chapter 9 comprehensively provides the liability that the Supplier has regarding infringement of a third party's patent, copyright, company secret or other non tangible right.