

Attachment 7: op5 Services Terms and Conditions

- 1 Payment terms and conditions
 - 1.1 Prices and fees, excluding VAT, are stated in the Price Attachment. In addition the Customer will pay all indirect taxes, including VAT, and other official fees which arise or may arise as a result of the Agreement.
 - 1.2 Prices and fees are subject to annual adjustments as stated in the Price Attachment.
 - 1.3 Unless otherwise stated in the Price Attachment, all invoices shall fall due for payment 30 days after day of invoicing (“Due date”). In the event payments, according to invoice not being received by the Due date, at the latest, the Supplier is entitled to charge interest on overdue amounts according to an interest rate corresponding to the Riksbank's established reference interest rate applicable at all times, with an additional eight (8) percentage points.
- 2 Transfer
 - 2.1 The Supplier may, without the permission of the Customer’s approval, transfer the right to obtain payment, in accordance with the Agreement.
 - 2.2 The party may, without the approval of the other party, transfer the Agreement to another company within the Group, of which the party belongs to at the time of the Agreement’s establishment. If the new party does not fulfill the commitments, in accordance with these license terms and conditions, the original party is liable for the fulfillment of the commitment.
 - 2.3 In addition to what is stated above, a party may not, without the other party’s written consent, transfer the Agreements or rights and liabilities, in accordance with these license terms and conditions.
- 3 Confidentiality
 - 3.1 None of the parties may, during the valid period of these license terms and conditions, without the approval of the other party, distribute documentation or in any other way reproduce statements, information, etc, which pertain to products or internal relations with the counterpart, to other extent than what is reasonably required in order to fulfill the Agreement. It is incumbent upon the party to take proper measures in order to ensure that such confidentiality is observed.
 - 3.2 Confidentiality does not pertain to such information that the party can prove is commonly known or which has been introduced to the party in other ways than through the Agreement. In addition, confidentiality is not relevant when a party is obligated, by law, to provide information.

- 3.3 The Supplier is not obligated to observe confidentiality of matters such as ideas, concepts, knowledge or technique which are attributable to information processing and which the parties are made aware of through the Agreement. Information, in accordance with this clause, includes but is not limited to, technical know-how, or information of products or additional relevant material.
- 3.4 Notwithstanding this confidentiality clause, OP5 owns the right to generally make known that the parties have entered into an agreement including information regarding the contract's value and/or the number of Nodes.

4 Force Majeure

- 4.1 In any of the parties ("Summon Party") is prevented to fulfill their commitments (other than payment obligation) in accordance with this Agreement (or if they become delayed) due to circumstances other than the party's reasonable control and which could reasonably not be predicted at the time when this Agreement was entered into (Force Majeure relations) the Summoned Party shall not be deemed to have committed a breach of contract in accordance with this Agreement, and not be liable to fulfill such commitments until the Force Majeure relations cease to exist.
- 4.2 In the event that the Force Majeure condition will last longer than a three (3) month period, the non Summoned party be entitled to cancel this Agreement. Such a cancellation shall not affect the rights and obligations which the parties have committed to at the time of the cancellation.

5 Entire agreement and amendments

- 5.1 This Agreement, including its attachments, comprises the parties' entire agreement regarding the subject matter of the same and all the written and verbal commitments and promises which are preceded in the Agreement are replaced by this Agreement with its attachments.
- 5.2 No other additions or changes of this Agreement or any of the attachments to the same shall be valid or binding unless it is not performed in writing or via email and has been confirmed by authorized representative for both parties.

6 Confidentiality

- 6.1 None of the parties may, during the valid period of these license terms and conditions, without the approval of the other party, distribute documentation or in any other way reproduce statements, information, etc, which pertain to products or internal relations with the counterpart, to other extent than what is reasonably required in order to fulfill the Agreement. It is incumbent upon the party to take proper measures in order to ensure that such confidentiality is observed.
- 6.2 Confidentiality does not pertain to such information that the party can prove is commonly known or which has been introduced to the party in other ways than through the Agreement. In addition, confidentiality is not relevant when a party is obligated, by law, to provide information.

- 6.3 The Supplier is not obligated to observe confidentiality of matters such as ideas, concepts, knowledge or technique which are attributable to information processing and which the parties are made aware of through the Agreement. Information, in accordance with this clause, includes but is not limited to, technical know-how, or information of products or additional relevant material.
- 6.4 Notwithstanding this confidentiality clause, op5 owns the right to generally make known that the parties have entered into an agreement including information regarding the contract's value and/or the number of Nodes.

7 Assigning and transferring

- 7.1 With reservation for the chapters 7.2 and 7.3, below, none of the parties may assign, or in any other way, transfer this Agreement or any of the rights and obligations therein, without the other party's, in advance, written consent.
- 7.2 The Supplier may, without the Customer's approval, and to any third party, assign the right to receive payments, that have fallen due, in accordance with this Agreement.
- 7.3 The Supplier may, through a written notification to, but without the requirement of an approval from the Customer, transfer this Agreement to an op5 Partner, always with the condition that the Supplier shall continue to be liable to the Customer, for all the obligations and commitments that are stated in this Agreement.

8 Limitation of liability

- 8.1 With reservation for section 8.3 below, the Supplier shall have no liability towards the Customer in terms of loss of data, production, interest, income, profits, business operation, agreements, expected profits, goodwill or business opportunities or other party's indirect financial or subsequent damage, even if the loss or damage could have been reasonably anticipated or the Supplier has noted the possibility that such loss or damage could arise.
- 8.2 With the exception of what is stated in section 8.3 below, the Supplier's total liability towards the Customer shall be limited to an amount equivalent to one hundred percent (100%) of those fees paid by the Customer during the previous twelve month period, regardless of whether the Customer's demands are based on a breach of the Agreement, negligence or other.
- 8.3 In addition to what is stated in section 8.2 above, the Supplier's liability towards the Customer, for each Service performed, shall be limited to an amount equivalent to twenty (20) percent of the total price of such Service, regardless if the Customers claim is based on breach of contract, negligence, or other.
- 8.4 No portions of this Agreement shall limit the Supplier's liability in the event of death or personal injury arising as a result of negligence or intentional actions or omission on behalf of the Supplier or the Supplier's employees, representatives or subcontractors.

8.5 The Customer shall, in order not to lose the right to claim damages, submit the claim for damages no later than three (3) months from the date the Customer became aware of the foundation for the claim.

9 Validity period and premature cancellation

9.1 This Agreement becomes effective on the day both parties have signed the Agreement, and it continues to be valid until the Service is concluded and approved by the Customer and the Supplier has received payment in full, by the Customer, for all receivables belonging to the Service, the parties agree on otherwise or the Agreement is cancelled, in accordance with what is stated below, or in any other way cease to exist, wholly or partly due to the regulation in this Agreement.

9.2 The Agreement may, in the following situations, be cancelled by each party for an immediate termination:

- a) if the other party significantly violates its commitments, in accordance with the Agreement and if he/she has not, within thirty (30) days after a written request, in matters where a violation may be corrected and with reference to this paragraph, taken corrective measures in order to disclose such a breach of agreement, or
- b) if the counterpart cancels his/her payments, enters proceedings for company reorganization, is being petitioned for or is declared bankrupt or otherwise is found to be insolvent, implying that his/her commitments, in accordance with the Agreement, will not be accurately fulfilled.

9.3 Regardless of what is established in this paragraph 9, paragraph 6, Confidentiality, shall continue to be valid after the agreement is terminated.

9.4 Cancellation of this Agreement shall be made in writing in order to be valid.

10 Applicable law and arbitration

10.1 This Agreement, and the interpretation thereof, shall be subject to Swedish material law, with exception to regulations regarding a conflict of laws.

10.2 All conflicts which arise due to this Agreement, notwithstanding the paragraphs 10.3 and 10.6, (including, without limitation to its validity, interpretation and applicability) shall finally be determined through binding arbitration in accordance with the Regulations set out by the Stockholm Chamber of Commerce's Arbitration Institute (SCC). The Arbitration Institute shall be comprised of three arbitrators, of whom the Customer and the Supplier should appoint one each. The appointed arbitrators shall, together, appoint the third arbitrator who shall serve as the chairman of the arbitration board.

10.3 Without restrictions to the paragraph 10.2, the SCC is entitled to decide, taken into consideration the complexity and value of the case and other circumstances, that a certain SCC's attributable dispute shall be determined through the binding arbitration, in accordance with the SCC's Regulations for Expedited Arbitration.

- 10.4 The arbitration proceedings shall take place in Stockholm, Sweden.
- 10.5 The arbitration proceedings shall be conducted in Swedish.
- 10.6 Without restrictions, from the above statement, the parties agree that the Swedish Courts shall be authorized to take measures in case of default in non-disputable claims.

11 Notifications

- 11.1 All notifications, which shall be exchanged between the parties in accordance with the Agreement, shall be delivered through a courier service, per mail, via fax or via electronic mail at the receiving party's most recently known address. Notifications sent through a courier service shall be deemed as having reached the receiving party when the delivery note has been signed, messages sent through registered mail shall be deemed as having reached the receiving party no later than the seventh day after the mailing and notifications sent via fax or via electronic mail shall be deemed as having reached the receiving party immediately after a confirmation of a received mail. In addition, the Supplier reserves the right to submit notifications, which affect other parties than the Customer, to one of the Supplier's specified email addresses.