

## Appendix 3 - General Terms and Conditions

Version 2019:1

# PIPECHAIN'S GENERAL TERMS AND CONDITIONS

*These General Terms and Conditions shall apply to all Services ordered from PipeChain Group AB ("PipeChain") in addition to such terms and conditions as stipulated in the Parties' Agreement.*

## 1. Definitions

Unless the context or the circumstances obviously require otherwise, the following words and concepts shall be deemed to have the meanings as stated below. Definitions set out in the Main Agreement will have the corresponding meaning when used with capital letter in these General Terms and Conditions.

**Access Point** – Unless agreed otherwise, the point or points at which PipeChain connects the Services to an agreed public (or private) electronic communications network.

**Agreement** – The Main Agreement entered into between PipeChain and the Customer in respect of the Services, including the schedules thereto.

**Customer** – The Party specified in the Agreement as the Customer.

**Customer's Data** – Data or other content or information including personal data that the Customer, or another party on the Customer's or a user's behalf, puts at PipeChain's disposal.

**Customer's Environment** – the Customer's network, system and operations environment.

**PipeChain** – PipeChain Group AB, 556196-3678.

**PipeChain's Software** – Software owned by PipeChain or for which PipeChain has a license agreement with the software supplier.

**Services** – The services described in the Specification of Services set out in Schedule 1.

**Specification** – The specification of the Services set out in Schedule 1 and subsequent written agreed amendments thereto.

## 2. Agreement documents and enclosures

2.1. The Agreement consists of the documents listed below:

- (i) Main Agreement
- (ii) Schedule 1 – Specification of Services
- (iii) Schedule 2 – Support and Service Level Agreement
- (iv) Schedule 3 – General Terms and Conditions
- (v) Schedule 4 – Data Processing Agreement

2.2. In case of any conflict between the documents constituting this Agreement, the Main Agreement shall take precedence and thereafter Schedule 1 – 3 listed above in their numerical order. In case of any conflict between the Data Processing Agreement and the other agreement documents the Data Processing Agreement shall take precedence in matters concerning processing of personal data.

2.3. Any other general terms and conditions of purchase or sale referred to by either Party in e.g., quotations, orders, delivery schedules, etc, shall not be applicable between the Parties.

### **3. The Services**

3.1. PipeChain shall provide the Services to the Customer as specified in the Specification as well as according to the terms and conditions set out therein, the Agreement and in these General Terms and Conditions.

3.2. PipeChain is entitled to continuously make upgrades to the Services.

3.3. Unless otherwise follows from the Service Level Agreement set out in Schedule 2, PipeChain may carry out planned measures that affect the availability of the Services if required for technical, maintenance, operational or safety reasons. PipeChain shall perform such measures promptly and in a manner that limits the disruption. PipeChain undertakes to notify the Customer within a reasonable time before such action and, if possible, to plan such action to be carried out outside of normal office hours.

3.4. The Customer shall ensure, at its own expense, that the requisite resources are available and that the Customer's Environment is suited for the use of the Services as well as any upgrading of the Services.

3.5. PipeChain's responsibility for the Services comes into effect when the Customer's Data is logged in readable format in PipeChain's communication interface.

3.6. PipeChain is entitled to engage the services of sub-contractors to perform the Services to the extent such sub-contractors are qualified to perform the Services. In such a case PipeChain is liable for ensuring that the Services are performed in accordance with the Agreement.

3.7. In the event communication is included as part of the Services (as stipulated in the Specification), the Parties shall, after the Agreement has been signed, enter into a communication agreement that governs the relevant technical details for communication management on each occasion, including format and mode of communication.

### **4. Customer's undertaking**

4.1. The Customer must provide PipeChain with accurate and necessary information regarding the Customer's conditions, circumstances and Customer's Environment.

4.2. The Customer shall ensure that its own Customer Data is correct and is liable for such Customer Data which the Customer adds, or requests PipeChain to add, to PipeChain's Services. The Customer bears the risk associated with the Customer's Environment and is liable for errors or deficiencies in the Customer's Environment.

4.3. The Customer is responsible for the communication between the Customer and the Access Point. It is also the Customer's responsibility to ensure that the Customer Environment includes the network, equipment and software that is required at each time to use the Services in accordance with PipeChain's instructions, or which otherwise is clearly required for such use. The Customer must ensure that PipeChain is permitted to perform operations in the Customer's Environment, provided that such operations by PipeChain are agreed in the Specification.

- 4.4. The Customer is responsible for informing PipeChain well in advance of changes in the communication mode for data communicated to PipeChain. In the event of such a change, a communication agreement shall be signed between the Parties in accordance with the stipulations in Section 3.7 of these General Terms and Conditions.
- 4.5. If the Services provided to the Customer includes any locally installed software provided from PipeChain or third party in the Customer's Environment, then the Parties shall enter into a separate agreement for such locally installed software.

## **5. Customer's use of the Services**

- 5.1. Unless agreed otherwise, the Customer is granted a non-exclusive right during the Agreement period to use the Services in its own business only. The Customer may allow contractors to use the Services on its behalf.

## **6. Modification of the Services**

- 6.1. If the Customer wishes to modify the scope of Services, the Customer must submit its request in writing to PipeChain.
- 6.2. Within a reasonable time from receipt of the request regarding modification, PipeChain shall reply in writing as to whether the modifications are acceptable and stating what conditions, concerning price and otherwise will apply to the modification.
- 6.3. Where justified by financial and technical considerations, PipeChain is entitled to change the Services, subject to the condition that such change does not materially affect the Customer negatively.

## **7. Service levels**

- 7.1. The Parties have agreed on service levels pursuant to the conditions set forth in the Service Level Agreement in Schedule 2. If the Customer has noted the occurrence of an obvious divergence from the agreed quality, or where it is probable that an obvious divergence from the agreed quality will occur, the Customer must notify PipeChain as soon as possible with respect to this and, thereafter, immediately submit a description of the relevant divergence. PipeChain shall thereafter examine the possible causes, responsibility for the occurrence, and propose remedial measures.

## **8. Payment and invoicing**

- 8.1. The price of the Services is stipulated in the Specification.
- 8.2. PipeChain is entitled annually, at each year-end, to adjust agreed prices in accordance with the change in the Labour Cost Index (LCI) for officials within the information and communication industry, in relation to the corresponding point in time the preceding year. The annual price indexation may however not exceed two and a half (2,5) per cent of previous year's price.
- 8.3. If it is not stated specifically that all costs for the Services are included in the agreed price, PipeChain is entitled, in the event any required work, product or service is not specifically included in the Specification or the agreed price, to charge in accordance with PipeChain's current price list on each occasion, for the cost for such delivered work, product or service.
- 8.4. All prices are excluding VAT, other taxes and duties.

- 8.5. Invoicing shall take place monthly in advance unless agreed otherwise by the Parties.
- 8.6. Payment must be received by PipeChain no later than thirty (30) days from the invoice date.
- 8.7. In the event of non-payment or late payment, PipeChain shall be entitled to charge the Customer interest on the amount due at a rate of interest equivalent to the STIBOR rate on each occasion plus eight (8) percentage points from the due date. In addition, PipeChain shall be entitled to suspend provision of the Services thirty (30) days after payment should have been received by PipeChain until PipeChain has received payment.

## **9. Rights to programs and data**

- 9.1. PipeChain owns all rights and title to PipeChain's Software and the Services and any software included therein. The Customer may not copy or otherwise use PipeChain's Software or any software that is included in the Services for any other purpose than the Customer's sole use of the Service.
- 9.2. PipeChain is responsible for the existence of necessary license agreements for PipeChain's Software used in connection with the Services.
- 9.3. The Customer retains all rights to Customer's Data which the Customer places at the disposal of PipeChain when carrying out the Services and further receives all rights to the results of PipeChain's processing of such data.

## **10. Personal Data**

- 10.1. When processing personal data within the scope of the Services, the Customer is the data controller and PipeChain is the data processor. As data controller it is the Customer's responsibility to ensure that processing of personal data takes place in accordance with applicable legislation. PipeChain undertakes to process personal data only in accordance with the Customer's instructions and the Data Processor Agreement signed between the parties in Schedule 4 and will take the necessary technical and organisational measures agreed upon therein.

## **11. Infringement of rights**

- 11.1. Each Party shall ensure that its software does not violate third party's copyright, patent or other intellectual property rights. Party shall indemnify the other Party for infringements on a third party's rights concerning the first Party's software. Where a third party alleges that the use of a Party's software is in violation of the third Party's rights, that Party must ensure that the necessary rights are obtained or that another program is acquired without additional costs or disruption of operations for the other Party. A Party is not liable to the other as a result of infringement of a third party's intellectual property rights, other than as stated in this Section.

## **12. Confidentiality**

- 12.1. Each Party undertakes to keep all information (written or oral) of a confidential nature regarding the business and affairs of the other (including the contents of the Agreement), obtained or received as a result of the discussions, as confidential during the terms of the Agreement and during a period of three (3) years thereafter. Information which a Party states to be confidential shall at all times be deemed to constitute a business or trade secret. The duty of confidentiality does not extend to information that:

- (i) already was in the Party's possession other than as a result of a breach of this Section 12;
- (ii) is in the public domain other than as a result of a breach of this Section 12; or
- (iii) is required by a court of law or any other competent authority or is required by applicable legal or stock exchange requirements.

12.2. Where a Party receives a demand to disclose information according to law or applicable stock exchange requirement, the other Party shall be informed thereof prior to such disclosure.

12.3. A Party shall, through confidentiality undertakings with personnel or other appropriate measures, ensure compliance with the above duty of confidentiality. The Parties shall also ensure that retained subcontractors and their employees sign corresponding confidentiality undertakings to the benefit of the other Party.

### **13. Service responsibilities**

13.1. In the event of any error in the Services for which PipeChain is responsible, PipeChain shall rectify the error, if rectification is possible, with the promptness which the circumstances demand.

13.2. Where PipeChain has caused the error through negligence, PipeChain is liable in damages subject to the limitations set forth herein.

13.3. PipeChain shall ensure that the agreed service levels are maintained. PipeChain is only liable for the agreed service levels stated in the Service Level Agreement in Schedule 2. The Customer is not entitled to any additional damages or other compensation due to deviations from the service levels.

13.4. The Customer may invoke the sanctions pursuant to this Section 13 only where the Customer has notified PipeChain thereof not later than ninety (90) days after the Customer discovered, or should have discovered, the basis for the demand.

### **14. Limitation of liability**

14.1. Where a Party is prevented from performing its obligations under the Agreement due to circumstances beyond the Party's control, such as lightning, power failure or blackout, interruptions in public communication networks, labour conflicts, fire, explosions, terror attacks, amendments to regulations issued by public authorities, intervention by public authorities, as well as faults or delays in services provided by subcontractors due to the aforesaid circumstances, such shall constitute force majeure and result in a postponement of the agreed time for performance and release from damages and any other sanctions. If performance of the Agreement is materially hindered for more than three (3) months as a result of any circumstance stipulated above, either Party shall be entitled to terminate the Agreement in writing without incurring any liability in damages.

14.2. In the absence of intent or gross negligence, PipeChain's liability in damages per calendar year shall be limited to direct losses amounting to a total sum of fifteen (15) per cent of the yearly fee of the Services. However, PipeChain shall under no circumstances be liable for loss of data or information or loss of profit or other indirect damage or losses, including the Customer's possible liability to compensate any third party.

14.3. To be valid, any claims for compensation must be made within one (1) year of cessation of the Agreement.

## **15. Premature termination**

15.1. Each Party is entitled to terminate the Agreement:

- (i) Where the other Party materially breaches its obligations pursuant to the Agreement and these General Terms and Conditions and such Party has not cured the breach within thirty (30) days after written demand has been submitted to the Party with reference to this Section, or
- (ii) Where the other Party is placed into insolvent liquidation, enters into negotiations regarding a composition, or is subject to company reorganisation, or is otherwise insolvent.

15.2. Termination must take place in writing in order to be valid.

## **16. Winding up the co-operation**

16.1. Upon expiration or termination of the Agreement all right to PipeChain's Services, documentation and thereto related material, including but not limited to the right to use the Services, will immediately cease.

16.2. Upon expiration or termination of the Agreement the Customer's Data and registration information shall upon request of the Customer be returned to the Customer, or to a party as directed by the Customer. Those parts of the material which exist in electronic form must, upon the request of the Customer, be returned in electronic form pursuant to the Customer's instructions. PipeChain will be entitled to reasonable compensation for such work in accordance with PipeChain's hourly rates applicable on each occasion.

## **17. Authorisation of contact persons, communication and notices**

17.1. The contact persons or super user(s) specified in the Specification shall be authorized to make decisions which bind the Party in respect of matters relevant to the performance of the Services such as, but not limited to, ordering of supplementary services, agreements regarding price as well as adjustment of time schedules.

17.2. Each Party shall continuously inform the other Party on all matters that are of importance to the Parties' performance under this Agreement and shall also in such communications express themselves with such clarity and with such means as are required in order to ensure a correct performance in all respects.

17.3. Notice of termination or other notices shall be sent by mail, registered mail or e-mail to the other Party's contact person at the address provided by the parties. Notices are deemed to have been received by a Party:

- (ii) Five (5) days after dispatch, if sent by mail or registered mail.
- (iii) At the time the e-mail arrived at the recipient's e-mail address, if sent by e-mail.

## **18. Miscellaneous**

### **18.1. Assignment**

- 18.1.1. The Agreement may not be assigned by a Party without the other Party's consent. However, PipeChain may, without the Customer's consent, assign the right to receive payment pursuant to the Agreement. PipeChain may further, without the Customer's consent, assign the Agreement within PipeChain's group of affiliated companies.

### **18.2. Legal relationship**

- 18.2.1. The Parties are independent legal entities that act and trade under their own names, for their own accounts and on their own risks. Unless otherwise explicitly agreed in writing, a Party may in no respect represent the other Party or enter into any agreements or other commitment on the other Party's behalf.

### **18.3. Entire agreement**

- 18.3.1. This Agreement with its appendices contains the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous and contemporaneous negotiations and understandings between the Parties in relation thereto, whether written or oral.

## **19. Governing law and disputes**

- 19.1. Swedish law shall apply to the Agreement and these General Terms and Conditions as well as matters pertaining thereto.
- 19.2. 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 seat of arbitration shall be Gothenburg, Sweden, unless otherwise agreed mutually between the Parties.
- 19.3. The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the Institute—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 institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.