

Appendix 4 - Special terms and conditions for Consultancy assignments

The special terms and conditions below apply to consultancy assignments carried out by Link. Apart from these special terms and conditions, Link's general terms and conditions and other provisions in the Agreement, in the appropriate parts, apply. Should any contradictions arise between these special terms and conditions and Link's general terms and conditions, the former take precedence. In the event of contradictions between the special terms and conditions and the Agreement, the provisions of the Agreement apply only if it is expressly stated in the Agreement as to which point of the special terms and conditions shall not apply. All terminology with the first letter in uppercase in the special terms and conditions has the same definition as in the general terms and conditions.

1. Scope of the assignment

- 1.1 The consultancy assignment that Link shall carry out ("**the Assignment**") is described in the service description, which constitutes part of the Agreement. Link shall, unless otherwise specified in the service description, within the framework of the Assignment, perform the work necessary to provide a solution that meets the agreed requirements ("**the Solution**").
- 1.2 If a party wishes to modify the Assignment, such a request must be made in writing to the other party. The parties shall then jointly agree on whether the change will be implemented and the impact the change will have on the scope or price of the Assignment. Unless otherwise agreed, Link shall be entitled to compensation for additional work or expense arising as a result of the change. In addition, Link shall be entitled to reasonable postponement of the Delivery Date (see point 2) due to this change.
- 1.3 The parties shall cooperate and consult when carrying out the Assignment. The parties shall each designate a contact person responsible for the cooperation regarding the Agreement. A party's contact person shall have the authority to represent and bind each party in matters relating to the Assignment.
- 1.4 Unless otherwise stated in the Agreement, Link shall also provide operation of the Solution following Approval ("**the Operating Service**"), see point 3 below. The scope and content of the Operating Service is described in further detail in the service description.

2. Delivery

- 2.1 Link shall carry out the Assignment according to the agreed project plan and provide the Solution no later than the delivery date specified in the Agreement ("**the Delivery Date**"), taking into account any postponement under point 1.2, point 2.2 and/or force majeure.
- 2.2 If the Assignment, or part thereof, is delayed due to a circumstance for which the Customer is responsible, Link is entitled to the postponement of the Delivery Date. A party shall promptly notify the other party of any risk of delay. Link is entitled to compensation for resources allocated for the Assignment, if planned work cannot be performed due to a circumstance for which the Customer is responsible.

3. Approval

- 3.1 Unless otherwise agreed, the Customer shall have the right to test the Solution for seven (7) days from the date the Solution was delivered. If the Solution meets the contract requirements, the Customer shall approve the Solution in writing ("**Approval**"). Such Approval is also considered to have been given if:
 - a) The test period has expired without the Customer having submitted a justifiable written complaint to Link; or
 - b) The Customer is using the Solution in live operation within the framework of the Customer's operations.

- 3.2 Deviations from contract requirements due to a third-party product, and minor deviations that do not significantly affect the Customer's intended use for the Solution, do not constitute a justifiable complaint against the Solution.
- 3.3 If the Customer does not issue Approval due to the submission of a justifiable and timely written complaint, Link shall without cost correct the deviation in question, after which the Solution shall again be tested by the Customer according to this point 3.
- 3.4 Unless otherwise stated in the Agreement, Approval of the Solution entails that the Assignment is complete and that Link, from the date of Approval, shall provide the Operating Service under point 8.

4. Customer obligations

- 4.1 The Customer is responsible for:
 - a) Providing necessary information and making necessary internal decisions so that Link is able to carry out the Assignment and Operating Service;
 - b) Providing Link with necessary access to the Customer's premises, infrastructure, systems or networks to the extent required for Link to be able to carry out the Assignment and Operating Service;
 - c) Carrying out their commitments using suitable, qualified and competent personnel and adequate resources;
 - d) Managing control and authorisation administration in relation to the Customer's users of the Solution, and taking appropriate security measures to protect user login credentials;
 - e) Following Link's reasonable instructions regarding the Assignment or Operating Service;
 - f) Ensuring that the Solution and Operating Service are not used by users in violation of the Agreement or applicable law; and
 - g) Establishing regular backups of data in the Customer's environment;
- 4.2 The Customer must indemnify Link in the event of any loss or damage incurred by Link due to the Customer's breach of contract or other deficiency in respect of the Customer's obligations under this point 4.

5. Fees and payment

- 5.1 The applicable rates for the Assignment and Operating Service are specified in the price list and are exclusive of VAT. Unless otherwise indicated, Link's fees comprise, inter alia, the agreed price for the implementation of the Assignment and the license fee and operation fee for the Solution.
- 5.2 Unless otherwise agreed, the provisions in Link's general terms and conditions regarding fees and the Customer's payment apply, including the consequences of delayed payment on the part of the Customer.

6. Cancellation etc.

- 6.1 The Customer has the right to cancel the Assignment with regard to non-executed parts with 45 days' notice through written notice to Link. In the event of such cancellation, Link is entitled to compensation for work performed, certified necessary expense and resources allocated to the Assignment. For Assignments carried out at a fixed price, Link shall, in the event of the Customer's cancellation, also be entitled to invoice 10 per cent of the estimated compensation that remains of the fixed price on the date that the Agreement is terminated.
- 6.2 Link has the right to terminate the Assignment and the Agreement with immediate effect in the event of a substantial delay by the Customer, or if the parties have not agreed on a significant change as per point 1.2 within 90 days of the change request having been made. In the event of such termination, Link is entitled to compensation for work performed, certified necessary expense.
- 6.3 Termination of the Agreement also involves termination of the Assignment and Operating Service under these special conditions, unless otherwise agreed.

7. Responsibility for error in the Solution

- 7.1 The Customer is responsible for submitting written notification of any error or deficiency in the Solution to Link, in accordance with what is stated regarding error notification in Link's general terms and conditions. Unless otherwise specified in the Agreement, Link shall, during three (3) months from the date of Approval, carry out work to rectify any error or deficiency in the Solution at no cost to the Customer. However, Link's liability does not cover errors or deficiencies due to (i) third-party application, (ii) a circumstance that Link is not responsible for under the Agreement, or (iii) use of the Solution in violation of the Agreement or Link's instructions, or (iv) a circumstance that has been discovered or should have been discovered by the Customer in connection with the Customer testing the Solution.
- 7.2 After the end of the period in which Link should remedy the error/deficiency according to the preceding point, Link can perform such work on order from the Customer and as a running account as per the agreed price list. For clarification it is stated that the incident management regarding the Solution is included in the price of the Operating Service.

8. Operating Service

- 8.1 Link shall, from the Customer's Approval and throughout the term of agreement specified in the Agreement, provide the Operating Service regarding the Solution. If the term of agreement is not stated in the Agreement, the Operating Service shall be provided until further notice, with a mutual written notice period of twelve (12) months.
- 8.2 Link shall take commercially reasonable steps to ensure that the Solution, during the Operating Service's term of agreement, is available at Link's connection point to the public communications network. Otherwise, what is specified regarding availability in Link's general terms and conditions applies.
- 8.3 Link provides customer services and incident management for the Service within the framework of the Operating Service. Unless otherwise indicated in the Agreement, what is specified regarding customer services in Link's general terms and conditions applies. Incident management is performed in accordance with Link's processes and procedures at any given time.
- 8.4 The Customer is responsible for specifying which users are authorised to use the Solution. The Customer is responsible for specified users' use of the Solution and Operating Service.
- 8.5 Link may suspend or restrict the Customer's access to the Solution to a reasonable extent if (i) the Customer violates the Agreement,

applicable law or Link's instructions, or (ii) the Customer's continued use of the Solution is likely to cause damage to Link or its other customers. The extent of such suspension or restriction shall be minimised by Link and information shall be provided to the Customer without undue delay.

- 8.6 If the Customer, during the term of the Agreement for the Operating Service, wishes to change the Solution, such a modification constitutes a new development assignment which requires a separate written agreement between the parties.
- 8.7 Data originating from the Customer and which is transferred to Link's environment as part of the Customer's use of the Solution ("**the Customer Data**") is backed up by Link within the framework of the Operating Service in accordance with Link's backup procedures. The Customer is responsible for ensuring that the Customer Data (i) is free from viruses, Trojans, worms or other malicious code, (ii) is in the agreed format, (iii) does not contain illegal or unethical materials, and (iv) cannot damage or negatively affect the Solution or Link's (or its suppliers') infrastructure, systems, networks, services or other customers.
- 8.8 At the termination of the Operating Service and the Agreement, a party shall promptly return all materials received from the other party. Link shall make the Customer Data available in an appropriate way so that the Customer can retrieve such data within thirty (30) days from the termination of the Operating Service and the Agreement. After the expiry of this period, Link has the right to delete such information. Link shall otherwise assist the Customer in connection with the transfer of data and possible relocation to another solution, whereby Link's work is charged according to Link's applicable price list.

9. Security

- 9.1 At the Customer's request, Link shall inform the Customer of Link's procedures, processes and provisions concerning information security that are relevant to the Solution and Operating Service. Link is only required to comply with the Customer's security provisions if such provisions are attached to the Agreement.
- 9.2 A party shall promptly inform the other party of detected intrusions or intrusion attempts in the Solution or in the event of unauthorised access, destruction or alteration of the Customer Data.

10. Limitation of liability

- 10.1 Link's total liability for the Service, regardless of penalties and legal basis for such liability, shall not exceed an amount equivalent to fifty (50) per cent of the compensation Link has received for the Assignment at the time of the incident which has led to Link's compensation liability. Otherwise, what is specified regarding liability in Link's general terms and conditions applies.

11. Intellectual property rights

- 11.1 With regard to the Customer's right to use the Solution and the Operating Service, what is specified in Link's general terms and conditions applies.
- 11.2 If a third-party application is included in the Solution, the third-party supplier's terms and conditions apply before the Agreement's provisions. This applies, for example, to provisions relating to the Customer's use, any error/deficiency and/or infringement relating to such a third-party application.
- 11.3 Link shall defend the Customer if any third party makes a claim against the Customer alleging that the Customer's contractual use of the Solution infringes a third party's Swedish patent, copyright, trademark or other intellectual property right in Sweden. Link shall, in the event of such a claim, compensate the Customer for any damages liability imposed by a legally binding judgment or

settlement amount that has been approved by Link beforehand. This commitment is subject to the Customer informing Link in writing without delay after receiving the claim, and the Customer regularly providing Link with all information relevant to the claim.

This point applies as an exclusive sanction for the Customer, and as exhaustive regulation of Link's liability, by reason of such an infringement claim.
