

Appendix 3 – General Terms and Conditions

1. SCOPE AND APPLICATION

1.1 These General Terms and Conditions (the “GTC”) apply to agreements (“Agreement”) between Gale Force AB, reg. no. 559256-9361, (“Gale Force”) and Customer purchasing from Gale Force services specified in the Agreement (“Services”).

1.2 The GTCs constitute an integral part of quotation, order confirmation from Gale Force or separate written agreement concluded between the Parties.

1.3 In the event of discrepancies between these GTCs and quotation, order confirmation or separate written agreement, the terms of the latter shall prevail.

1.4 The GTCs preclude the application of any purchasing terms or other general terms and conditions of the Customer.

2. VARIATIONS

Gale Force’s range of Services or the method of providing the Services may change during the term of the Agreement. In this regard Gale Force, by giving the Customer sixty (60) days’ notice, has the right to amend or replace a Service with a substitute Service. Gale Force may further, without prior notification to the Customer, make changes to the Services provided that such changes may not have an adverse effect on the Customer.

3. PRICE AND COSTS, ETC.

3.1 The Customer shall pay to Gale Force the fees agreed upon without any set-off, deduction or counterclaim.

3.2 Unless otherwise stipulated in the Agreement, a payment term of thirty (30) days shall apply counted from the date of invoice.

3.3 All prices, fees and charges are exclusive of value added tax and other additional taxes and charges.

3.4 If the Customer fails to make payment in full to Gale Force, Gale Force shall be entitled to claim interest on the sum overdue until payment is made at a rate of eighteen (18) per cent per annum. Gale Force shall have the right to withhold its performance under the Agreement until full payment has been made.

4. EQUIPMENT

Equipment that Gale Force may provide in connection with the Agreement and which is fitted to equipment belonging to the Customer or is otherwise fitted, assembled or positioned

on or at the property of the Customer or in the possession of the Customer, as the case may be, shall be maintained by the Customer in accordance with Gale Force’s reasonable instructions. The Customer shall not make any disposition which may result in a third party making a claim on the property of Gale Force.

5. PERFORMANCE AND OBLIGATIONS

5.1 Gale Force shall perform the Services in accordance with good industry standards.

5.2 The Customer shall maintain and ensure the functioning of equipment and software to enable reception of Services or access to Services. The Customer further undertakes to provide the necessary information and take the necessary steps in accordance with Gale Force’s instructions for Gale Force to be able to provide Services.

5.3 Both Parties shall seek to ensure that data which may be sent to the other is free from virus, trojans, worms or other malicious software.

5.4 It is the Customer’s responsibility to ensure that all possible login credentials, security keys and other information provided by Gale Force in order for the Customer to access the Service, is handled with confidentiality to prevent unauthorised access to the Services. The Customer shall without undue delay notify Gale Force in the event of an unauthorised person having accessed information or the Service.

5.5 If Gale Force incurs extra work or additional costs due to circumstances for which the Customer is responsible, the Customer shall reimburse Gale Force for additional costs incurred by Gale Force as a consequence thereof; in accordance with Gale Force’s reasonable applicable rates.

6. IPR

6.1 The Agreement furnishes the Customer with the right to use the Services including software which may be included as part of provision of Services. Gale Force grants the Customer a limited, non-exclusive right to use such software for the purposes of receiving the Services.

6.2 All IPR of Gale Force (whether or not perfected, registered or unregistered, existing or hereafter filed) and all enhancements, developments, derivatives, extensions and changes thereto shall vest exclusively with Gale

Force. Nothing in the Agreement or otherwise shall be construed as transferring or assigning to the Customer title or ownership to any IPR of Gale Force.

7. CONFIDENTIALITY

The Parties undertake, without limitation in time, not to disclose to a third party confidential information received in connection with the Agreement. Confidential information include information of technical, commercial or other nature, including also the content of the Agreement. The secrecy undertaking shall not apply to information which a Party is able to demonstrate is public or becomes public other than through breach of the Agreement by the Party. Each Party undertakes to ensure that the employees or contractors of the Party do not disclose confidential information to third parties.

8. LIABILITY AND LIMITATION OF LIABILITY

8.1 Except for what has been expressly accounted for in the Agreement, Gale Force grants no warranties, whether express or implied, regarding the Services. Unless for an express provision in the Agreement, Gale Force is not responsible for the suitability of the Services for a particular purpose of the Customer.

8.2 Gale Force's liability under the Agreement whether arising in contract, tort by negligence or otherwise shall in the aggregate be limited to an amount of SEK fourhundredthousand (400,000) or to an amount corresponding to the fees to be received by Gale Force during a 12-months period, whichever is lower.

8.3 To the extent permitted by law, neither Party shall be liable to the other for any consequential or indirect damage or loss, including but not limited to loss of profit or loss of revenue (excluding for the avoidance of doubt fees to be paid under the Agreement), loss of data, loss of goodwill, damage or loss resulting from stoppages or other economic advantage, or any special damage. The limitation set forth in this Section 8.3 shall not apply in the event of wilful misconduct, gross negligence or breach of obligations related to confidentiality or IPR.

8.4 In the event of a defect, Gale Force shall always have the right to perform remedial actions. If remedial actions are not performed within a reasonable period of time, the Customer may instead require a price reduction corresponding to the difference in value

between the agreed Services and the actual Services, subject to a maximum amount equivalent to twenty (20) per cent of the monthly fee.

8.5 Gale Force is not responsible for failure to meet a requirement if the failure is caused by: (i) any modification of the Services by Customer without Gale Force's written consent; (ii) circumstances which relate to products or services from third parties which are procured directly or indirectly from a third party by the Customer; (iii) disruption to communications or networks or failure or breakdown of equipment or (iv) failure by Customer to follow reasonable instructions from Gale Force or use by the Customer contrary to the Agreement.

8.6 Subject to section 8.3, the Customer has an obligation to compensate Gale Force for loss or damage incurred by Gale Force as a result of breach of the Agreement by the Customer.

8.7 If the Customer becomes aware of a breach of the Agreement which may result in a claim, it shall inform Gale Force in writing at the latest within thirty (30) days of the date on which it became aware of such breach. If the Customer does not inform Gale Force within the stipulated period, it shall lose its right to assert remedies for that particular breach.

9. FORCE MAJEURE

9.1 A Party shall be exempt from liability for failure to fulfil certain obligations where such failure is the result of circumstances beyond the reasonable control of the Party, which prevent or impede performance (Force Majeure), until such obstacle has been removed. Force Majeure shall nevertheless not exempt a Party from the obligation to pay for performance under the Agreement.

9.2 Circumstances constituting Force Majeure shall include, but not be limited to, shortage, difficulties and disruptions on the labour market (including conflict measures such as strike or lockout), new or amended legislation, acts of authorities, request or injunction from a public authority after the conclusion of the Agreement, act of war, terrorism, sabotage, trade sanction, fault or delay in deliveries from subcontractors caused by any of the aforementioned circumstances or other circumstance or conditions that are beyond the reasonable control of the Party.

9.3 The Party desiring to invoke an event of Force Majeure shall without delay give notice to the other Party of the commencement and the

cessation of such event of Force Majeure, failing which the Party shall not be discharged from liability for any non-performance caused by Force Majeure.

9.4 The Party affected by Force Majeure shall make all reasonable efforts to mitigate or limit the consequences of Force Majeure.

10. TERM AND TERMINATION

10.1 Unless otherwise provided for in the Agreement, the initial term of the Agreement is twelve (12) months. Each Party may terminate this Agreement by giving the other Party not less than three (3) months written notice prior to the expiration of the initial term. If not terminated during the initial period, the Agreement will remain in force for additional consecutive periods of twelve (12) months, with the same notice period applicable.

10.2 Each Party shall have the right to terminate this Agreement with immediate effect:

(i) If the other Party is in material breach of the Agreement and has failed to remedy such breach within thirty (30) days after the receipt of a written notice giving particulars of the breach and requiring it to be remedied; or

(ii) If the other Party is declared bankrupt, suspends its payments, makes a composition with its creditors or otherwise becomes insolvent, or having an administrator, receiver or liquidator appointed of its assets or execution or distress levied upon its assets or any equivalent procedure or an order being made or a resolution being passed for the winding up or liquidation of the Party or any equivalent procedure.

11. CONSEQUENCES OF EXPIRATION

Upon cancellation, expiration or termination of the Agreement, the Customer shall immediately cease all use of the Services and licensed software. The Customer shall further return to Gale Force any equipment, data or information, including but not limited to commercial information, technical information or other information of a confidential nature which belongs to Gale Force. The Customer shall, if applicable, immediately uninstall locally installed software obtained from Gale Force or a third party related to the Services and in

accordance with Gale Force's instructions destroy or return all copies of all installation media and backup copies of such software.

12. MISCELLANEOUS

12.1 Neither Party may transfer or assign, in whole or in part, its rights or obligations under the Agreement without the prior written consent of the other Party.

12.2 No modifications, amendments or alterations of the Agreement will be valid or binding for a Party, except if made in writing (containing a specific reference to the Agreement) and signed on behalf of such Party.

12.3 The Agreement sets out the entire understanding of the Parties with respect to the subject matter of the Agreement.

13. GOVERNING LAW AND DISPUTES

13.1 The Agreement shall be governed by and construed in accordance with the substantive laws of Sweden.

13.2 Any dispute, controversy or claim arising out of or in connection with the 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 "SCC").

13.3 The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

13.4 Notwithstanding Section 13.2 and 13.3, Gale Force may in relation to a claim for payment which have arisen, or which may arise out of or in connection with the Agreement, take actions at the District Court of Stockholm or, in relation to uncontested claims, submit an application to the relevant enforcement agency.

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