

Entiros General Terms

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§ 1 Background and purpose

Customer contract Entiros as integration partner, with assignments as per specified in separate Entiros Flow™ Agreements.

§ 2 Period

The Agreement runs from date of first Entiros Flow™ Agreement and a period of one (1) year. After the initial term, the Agreement will be automatically renewed for successive periods of one (1) year, unless either party terminates it with 3 months written notice. Either party may terminate the Agreement with three (3) months of notice. In the event of termination, ordered and ongoing assignments shall be implemented and completed.

§ 3 Nature and Scope of the agreement

The Agreement covers the implementation engagements as per § 1 above.

The parties shall jointly determine resource requirements for current and upcoming engagements. Entiros shall, based on this, allocate adequate resources. These allocations are updated when needed.

Engagements are to be ordered by Entiros Flow™ Agreements, based on agreed estimates per engagement. Changes in engagements shall be specified and ordered by CR (Change Requests). Leadtime for change of resources in engagements are normally four (4) working weeks, unless other agrees.

§ 4 Location of work

The work is carried out mainly in Entiros premises, unless otherwise agreed between the parties. Entiros shall however be on site and have access to premises at customer, for activities that needs to be carried out on site at customer.

§ 5 Compensation

Entiros should, as compensation for in 3 § described tasks and to in this Agreement described terms and conditions, get compensation for work performed according to pricing in 'Pricing and other conditions 2015' in this agreement or as specified in each separate Entiros Flow™ Agreement. Sales tax will be added. Work is normally performed Monday-Friday from 8am to 6 pm Swedish time. For work performed Monday-Friday 6-8am and 6-8pm, are charged factor of 1,5 times hourly rate. For work performed Monday-Friday 0-6am and 8-12pm, and Saturday-Sunday or on holiday, are charged factor of 2 times hourly rate. Travel time compensation is paid 0,7 times hourly rate for travel time outside office hours.

Cost for travel, lodging and other agreed expenses are additional. No other cost compensation to be given.

The price per hour should be firm throughout the contract period, unless otherwise agreed.

§ 6 Invoicing and payment conditions

Invoicing run on monthly base, with invoice to customer as per each Entiros Flow™ Agreement.

Invoice will include the following information:

- Customer reference
- Project reference
- Entiros adress, phone number, post- or bank account and reference
- Entiros registration number for tax
- Note of possession of F-tax for Entiros
- Invoice amount with specified tax
- Specification of engagement and deliverables made
- Specification of cost for travel, lodging and other expenses

Payment conditions are 30 days net from date of invoice. No invoice service rates are charged. Interest rate for late payment is Swedens Central Banks' reference rate + 8%. Customer or his accountant may, at its own expense, take note of all documentation required for a correct assessment of Entiros' invoice.

§ 7 Consultant and Sub-consultants

Where the engagement requires consultancy to be performed, these will be specified by name per specific engagement by Entiros.

In case a specific consultant or consultants are unable to carry out the work, Entiros has the right to change consultant or consultants, however, the requirement of appropriate skills are always maintained.

Entiros has the right to hire sub-consultants without prior approval from Customer. Entiros responsibility according to this agreement shall remain, in case of using sub-consultants.

§ 8 Change of consultant

Customer has the right to make request for exchange of Entiros consultant. Such request must be substantiated and Entiros shall, on agreement, without unreasonable delay, replace consultant or consultants. New consultant shall meet the requirement of appropriate skills and be confirmed by Customer.

§ 9 Competition

Each part undertakes not to employ or attempt to employ someone that is employed by the other party, during the contract period or a period of eighteen (18) months after termination of the Agreement.

§ 10 Quality and follow up

Entiros shall in a workmanlike manner perform all parts of the assignment in accordance with the provisions in the Agreement and with the skill, speed and care that Customer has reason to expect from a reputable company in the industry. Delivered services shall be in full compliance with signed Agreements. Customer reserves the right to verify that the

specified and agreed quality requirements are fulfilled. Monitoring takes place at planning meetings between Customer and Entiros.

§ 11 Assignment of Agreement

Neither a party may not in wholly or partly assign or pledge its rights and/or obligations under this Agreement to any third party without prior written approval of the other party.

§ 12 Employers liability

Entiros undertakes to fulfill its contractual obligations in social insurance contributions and taxes. The Agreement does not mean that an employee of Entiros acquire the status of an employee at Customer in the sense that Customer thus be responsible for any obligations of social security contributions and taxes for the people of Entiros performing the work. Entiros is obliged not to take action that is likely to breach of law or otherwise contrary to what is generally accepted within Entiros collective field, and to require the commitment of those who Entiros may intend to engage in the performance of this Agreement. Would Entiros fail in the fulfillment of that commitment, Customer shall be entitled to rescind the Agreement.

§ 13 Insurances

Entiros shall sign and maintain a liability insurance and other for the operation relevant insurances, to be valid during the period of the Agreement.

§ 14 Privacy and Information management

Each party agrees until five (5) years after termination of the Agreement, not reveal confidential information to third parties, which party obtains from the other party or that arises reveals during the work.

The term 'Confidential information' means in this Agreement any information – technical, commercial or otherwise – no matter the information is documented or not, except for

- A. Information that is generally known or becomes a matter of general knowledge other than by breach by the party against the Agreement
- B. Information that party can prove that he had possessed before he received it from the other party
- C. Information that party received or will receive from a third party when party does not have a duty of secrecy to such party

In cases referred to by C above, a party is not however entitled to reveal to third parties that the same information has been received from the other party pursuant to this Agreement.

Each party undertakes thus to ensure that employees, board members and/or contractors that comes in contact with confidential information, are bound to keep secret this information to the same extent as the other party in this Agreement. Violation of this provision exists even without proof of intent or negligence. Parties shall sign a mutual Confidentially Agreement that ensures this.

§ 15 Damages

If Party breaks any provision of this contract and not take corrective action within 30 days from written notification thereof, the other party shall be entitled to compensation for direct damage that the party, or anyone for whom the party is responsible, has caused the other party due to negligence. Party is not entitled to compensation for indirect damage such as lost earnings or other consequential damages.

Compensation under this paragraph is limited to an allowance equivalent to five (5) price base amounts for each full calendar year. The limitations of the party's liability does not apply in case of intent or gross negligence, personal injury or liability arising under applicable law.

§ 16 Complaints and time limitation thereof

Party shall claim the other party's breach of contract, without unreasonable delay.

Party's right to apply sanctions due to breach of contract from the other party, terminates ten (10) years after the assignment has been concluded or has been terminated. This limitation does not apply if the breach of the contract is based on gross negligence or an act or omission contrary to good faith and fair dealing.

Complaint or other correspondence concerning the application of this Agreement shall be sent by courier, registered mail or electronic mail (e-mail) to the parties contact persons mentioned in § 25 in this agreement. Change of address should be notified in writing by party.

The notification shall be deemed to have been given

- a. in the case of personal service, at the time of service
- b. in the case of prepaid registered mail, at latest five (5) days after the date of mailing
- c. in the case of e-mail, on the date of e-mail sent, provided receipt is duly confirmed by the other party

§ 17 Waiver

A party's failure to exercise any right under this Agreement or failure to call attention to certain condition relating to the Agreement shall not imply that the party abandoned its right to such regard.

In cases when a party would refrain from exercising certain rights, or to call attention to certain relations, such waiver shall be in writing in each specific case.

§ 18 Marketing

Customer admits that Entiros is entitled to use Customer (with name, logo or trademark) as a customer of Entiros in Entiros sales materials and on the web. Entiros have no right to use Customer's name, logo or trademark for any other purpose without the written consent of Customer.

Where either party or both wish to publish a press release, hold a press conference and/or similar in connection with this agreement

signing or based of contracts under this Agreement, this must always be preceded by consultation between the parties to reach Agreement what may be disclosed on and around this Agreement or contracts based on this Agreement.

§ 19 Force majeure

A party is relieved from liability for a failure to perform an obligation pursuant to this Agreement, if the failure is based on a circumstance (Relieving Circumstance) beyond its control and which prevents the performance thereof. As soon as the obstacle is terminated, the obligation shall be performed in the contracted manner.

A Relieving Circumstance shall be deemed to include war, an act of war, an act of public authority, new or amended legislation, a labour market conflict and other similar circumstances. To qualify for relief under the first paragraph above, a party shall without delay notify the other party of the Relieving Circumstance. Notwithstanding the above (with regard to relief from liability), a party may under the stated circumstances rescind the Agreement if the other party's fulfillment of certain obligations has been delayed by more than six (6) months.

§ 20 Termination

In material breach of this Agreement takes parties the right to immediately terminate the Agreement or limit the extent thereof, if corrective actions are not taken by the other party on written reprimand.

Late payment should always be regarded as material breach of Agreement if the delay exceeds ninety (90) days.

Each party also has the right to terminate the Agreement with immediate effect if the other party

- Is subject to filing bankruptcy, compulsory liquidation, receivership, composition or other similar proceedings
- Has not fulfilled its obligations relating to social security contributions or taxes
- Has been convicted of economic crimes, according to final judgement
- Are subject to disqualification

By termination of the above, economic regulation should be held and, where appropriate, compensation paid for damage caused by the reason for termination.

§ 21 Dispute

Disputes regarding the interpretation or application of this Agreement shall be primary settled through negotiation between the parties. If the parties despite repeated negotiations can not agree, a dispute regarding the interpretation of this Agreement and related legal issues shall be subject to the jurisdiction of Swedish court, with the Stockholm City Court as the court of first instance, pursuant to Swedish law.

§ 22 Other terms

All engagements under this Agreement are provided under regulations in 'IT företagens Allmänna bestämmelser IT Tjänster 2008'.

§ 23 Changes and additions

Changes and additions to this Agreement shall be binding by being in writing and duly signed by both parties.

If any clause of this Agreement would prove to be invalid, still other clauses in the Agreement shall be valid in accordance with the intent of the Agreement.

In event that text in Engagement specification, General Agreement and 'Allmänna bestämmelser IT Tjänster 2008' contradict each other, they validate in following order:

1. Engagement specification, as per Entiros Flow™ Agreement OR similar specification.
2. General Agreement (this agreement)
3. 'Allmänna bestämmelser IT-tjänster 2008'

§ 24 Complete Agreement

This Agreement with Attachments constitutes the parties' entire Agreement and supersedes all prior therefore possible whether oral or written Agreements.

§ 25 Contact persons

Contact persons for this Agreement are

Entiros AB:	Stefan Wik, CEO
Customer:	As per signing of the first Entiros Flow™ Agreement

This Agreement and any referencing Entiros Flow™ Agreements are executed in two copies of which the parties take one each.

Pricing and other conditions 2015

Hourly rates for resources, excl VAT	
Integrations Consultant	1500 SEK/hour
Project Manager	1300 SEK/hour
Integration Architect	1300 SEK/hour
Integrations Specialist	1100 SEK/hour
Operations Specialist	1100 SEK/hour
Support Specialist	900 SEK/hour

Travelling and other expenses
Car transportation is charged with 4,5 SEK/km, excl VAT
Other agreed expenses according to real cost.

Pricing is valid for calendar year 2015.
Annually price revision of hourly rates is normally done per January 1st. Maximal price revision +4% per year.