

# Terms and Conditions – Consulting Services (TCC)

## 1 Introduction

These Terms and Conditions – Consultancy (“TCC”) regulate situations when the client uses Lime Technologies Sweden AB (“Lime Technologies”) for performance of consulting services in connection with Customer’s use of any system delivered by Lime Technologies their modules and partially or fully integrated add-on services. Consulting services can for example consist of installation of systems, performing customizations or integrations with other systems (the “Services”).

## 2 Scope of Service

Lime Technologies shall perform the Services set out in a description of the assignment you wish Lime Technologies to do, consisting of a timetable for when the assignment shall be delivered and, if applicable, criteria for acceptance by the Customer (the “Description”). The Description shall be approved by both parties and shall be attached to the Agreement. If the terms of the Description and the terms of these TCC are conflicting, then these TCC shall have precedence.

In the event no Description has been agreed, the information provided by Lime Technologies in the offer to the Customer regarding the assignment shall apply.

Lime Technologies and the Customer shall each appoint a contact person who is authorized to represent each party in respect of all matters arising in connection with this Agreement.

## 3 Service implementation

The Parties shall cooperate and consult with each other in respect of the performance of the Services.

Lime Technologies shall implement the assignment in a professional manner using suitable, qualified and competent employees.

Lime Technologies may employ subcontractors for the performance of, or part of, the assignment. In such event, Lime Technologies shall be responsible for the subcontractor’s work as for its own.

The Customer shall have access to such software, equipment and communication services required for the implementation of the assignment. Information in this respect is given on the Lime Technologies website or communicated by Lime Technologies upon request.

## **4 Warranty and Guarantee limit**

Lime Technologies guarantees that the result of the assignment (the “Result”) will work essentially as described in the Description or as otherwise as the Customer reasonably can expect. The Customer and Lime Technologies agree that the Result is not entirely free from errors and that improvements of the Result may be necessary.

If the Result does not operate in accordance with the above limited warranty, Lime Technologies shall correct all errors or flaws in the Result at its own expense. Lime Technologies will as soon as reasonably possible address notified errors in the Result that in a serious manner affect the function of the result. However, Lime Technologies reserves the right to determine when and how an error will be corrected and when and how an action is to be performed.

This limited warranty is valid for three months from the time the Result has been approved by the Customer. Any subsequent errors or flaws shall be corrected by Lime Technologies at the Customer’s expense in accordance with Lime Technologies’ from time to time applicable consultancy tariffs.

## **5 Acceptance test and acceptance**

In events that the parties agree that there should be an acceptance test and a formal approval of the Services, or the Results as the case may be, the following shall apply:

Lime Technologies shall within ten (10) days before the date of submission as specified in the Description, give the customer an opportunity to check that the criteria for acceptance have been met.

The Customer shall be deemed to have accepted the delivery if: (i) the Customer has stated that the criteria for acceptance of the Result are met (ii) the Customer has omitted to accept the Result without valid reasons, (iii) the Customer has not performed the acceptance test within the stipulated time period despite that Lime Technologies has informed the Customer that the Result is ready for acceptance testing, (iv) the Result meets the criteria for acceptance following Lime Technologies’ remediation of the Customer’s legitimate objections in the acceptance test or (v) the Customer has taken the Results into use.

If the parties have not agreed on a procedure for acceptance testing as set out above, the Result is considered approved if the Customer has taken Services or the Results, as the case may be, into use.

## **6 Delay**

In the event that the parties have agreed on a date for submission of the Result in the Description (i.e. the date when the Result should have been accepted) and such submission has not taken place for reasons attributable to Lime Technologies, the Customer shall be

entitled to liquidated damages from the third week after the agreed date for submission. Liquidated damages shall be 0.5 percent of the total consultancy fee for the delayed assignment for each completed week of delay. Such liquidated damages shall as maximum be paid for 20 weeks. If the Results are not accepted when the maximum penalty has been paid, the Customer is entitled to cancel the assignment and get a price reduction on the fee to the extent that Result cannot reasonably be used by the Customer.

If the day for submission of the Result has not been agreed, the submission shall take place within a reasonable time, taking into account the workload and staffing of Lime Technologies, special difficulties in the assignment, the client's co-responsibility and other unforeseen circumstances that may cause a delay.

The aforementioned shall constitute the entire regulation as regards any delay by Lime Technologies.

## **7 Responsibility**

Subject to any limitations set out in these TCC, Lime Technologies shall be responsible for any damage or loss Lime Technologies may cause as a result of Lime Technologies' negligence.

Lime Technologies' liability under these TCC shall be limited to direct damages, except as otherwise may follow from mandatory laws, e.g. damage caused by gross negligence or willful intent. All refunds and compensation for direct damage, losses or expenses during each 12-month period shall be limited to an amount equivalent to the fees for services rendered to the Customer during the six months preceding the day on which the Customer presented his claim. Further, such refund or compensation shall in no event exceed a base amount according to Chapter 2. Section 6 Social Security Code.

If Lime Technologies is held liable for payment of compensation to the Customer as a result of a breach of any of its obligations following from these TCC, such compensation shall in no event include compensation for indirect or consequential loss, including but not limited to loss of data, loss of production, loss of revenue or profit, or third party claims.

Neither Lime Technologies nor the Customer is liable for any delay or interruption of their obligations under these TCC resulting from a force majeure events, such as earthquake, riot, labor conflict and other events that are outside the control of Lime Technologies or of the Customer.

If Lime Technologies has been negligent in performing the Service, resulting in a defect, Lime Technologies shall without undue delay and if practically possible, correct the defect. Lime Technologies shall, however, not be obliged to undertake such correction should it entail unreasonable expense or inconvenience in relation to the significance of the fault for the Customer.

The Customer shall, in order to make a claim for compensation or remedial action give Lime Technologies written notice thereof no later than three (3) months after the Customer discovered or should have discovered the basis for the claim. Thereafter shall Lime Technologies only be obliged to correct of any defects against compensation in accordance with current consulting rates.

## **8 Rights**

If Lime Technologies, as part of an assignment, develops any intellectual property rights, the ownership of such intellectual property rights shall remain with Lime Technologies. The Customer shall, however, receive an unlimited in time, non-exclusive, non-transferable and free license to use such intellectual property in its own operations, as defined in the assignment.

## **9 Infringement of intellectual property rights**

Lime Technologies shall indemnify and hold the Customer harmless from any damage in the event a claim is made against the Customer stating that the use of the Services in accordance with these TCC infringes a third party's intellectual property rights. Indemnification hereunder is subject to the Customer without delay informs Lime Technologies of such claim and that Lime Technologies receives the right to exclusively control the defense and any possible settlement of such claim.

## **10 Third Party Products**

If Lime Technologies in connection with the assignment delivers products under license from another supplier than Lime Technologies, then the other provider's license terms shall apply for that product and shall take precedence over these TCC.

## **11 Pricing and billing**

Unless otherwise specified in the Agreement, the Customer shall pay compensation as invoiced in accordance with the hourly rates and other compensations stated in the Agreement. In the event fees have not been agreed then the Customer shall pay the fees for the Services that follows from the price list available on Lime Technologies' website.

In addition to fees, Lime Technologies is entitled to reimbursement for expenses, per diem, travel and accommodation costs.

Lime Technologies shall twice a year be entitled to change the hourly rates and other fees under these TCC. The right to change the fees shall, however, not apply to assignments that are already commenced or in the event fees have been agreed is in the Agreement. If the fees changed accordingly exceed the Labor Cost Index for white-collar employees in the private sector (LCI tjm) the Customer shall have the right to terminate the Agreement as of the date the changed fees are effective.

If the Customer cancels a pre-booked visit by consultants with less than 3 days' notice, Lime Technologies reserves the right to charge the actual costs and 50% of the fees for the cancelled consultation.

Unless otherwise agreed, the billing period is monthly or, as the case may be, after completing an assignment. Payment terms are normally 30 days. Other fees, such as invoice fees may be charged as applied from time to time by Lime Technologies. VAT and any other taxes or levies will be added to any fee or charge.

Interest on any delayed payment shall be Riksbanken's established reference rate plus eight (8) percentage points.

If the Customer is in delay with any due payment, Lime Technologies reserves the right to suspend any work in progress until payment has been made in full. In such event, Lime Technologies is also entitled to charge delay interest as set forth herein above.

## **12 Agreement Term and Termination**

The Agreement is valid from the date of signature and is valid until further notice. Either party can at any time during the term in writing terminate the Agreement with 30 days' notice.

Notwithstanding the aforesaid, Lime Technologies is not entitled to terminate the Agreement prior to the completion of any assignment unless the Customer is in delay with any due payment or otherwise is in breach of the Agreement.

Each Party may terminate this Agreement with immediate effect if the other Party has become insolvent, is placed in bankruptcy or for other reasons it may be assumed the Party is unable to fulfill its obligations. The terminating Party then shall have the right to immediately stop its performance of any obligation under the Agreement.

## **13 Contracting Parties and applicable law**

The parties' rights and obligations shall be entirely governed by Swedish law. The parties shall try to resolve amicably any disputes concerning the interpretation of these TTC or the delivery of the Services. If a dispute cannot be resolved this way, the dispute shall be settled by arbitration administered by the Stockholm Chamber of Commerce Arbitration Institute (the Institute). If the disputed value does not exceed SEK 100,000 the Institute's Rules for Expedited Arbitration shall apply. If the disputed value exceeds SEK 100,000, the Arbitration Rules of the Stockholm Chamber of Commerce Arbitration Institute shall apply. If the disputed value is between SEK 100,000 and SEK 1,000,000 million the Arbitral Tribunal shall consist of a sole arbitrator. If the disputed value exceeds the value of SEK 1,000,000 the Arbitral Tribunal shall consist of three arbitrators. The disputes value includes the claims made in the Request for Arbitration and any counterclaims in the Respondent's reply to the Request for Arbitration.