



GENERAL TERMS AND CONDITIONS FOR COMMISSIONED RESEARCH

- 1. Project manager and contact person**
 - 1.1 The project manager is authorized on behalf of UU to receive all messages and make decisions on ongoing matters concerning the Project.
 - 1.2 The Customer's contact person is authorized on behalf of the Customer to receive all messages and make decisions on ongoing matters concerning the Project.
- 2. Information, reporting**
 - 2.1 During the implementation of the Project, the Customer shall provide UU with access to premises, information, documents and materials to the extent required for the implementation of the Project.
 - 2.2 When necessary for the implementation of the Project, UU shall consult with the Customer through written or oral contacts regarding the implementation of the Project. UU shall also inform the Customer of all events that may materially affect the Project.
 - 2.3 Written reports are normally submitted to the Customer in one copy. UU shall have the right to keep a copy of any reports for archival purposes.
- 3. Time for implementation and delay**
 - 3.1 If a time schedule has been specified in the Project Plan, the Project shall be implemented in accordance with such time schedule. UU, through the project manager, must notify the Customer, in writing, without delay, of any obstacles that may arise for the implementation of the Project in accordance with the time schedule. In the event of a delay, the Customer is entitled to compensation only in the event that this is specifically agreed.
- 4. Rules of procedure and safety regulations**
 - 4.1 Personnel hired by UU must, during work or visits to the Customer's premises for the implementation of the Project, follow the applicable rules of procedure and safety regulations and any other applicable regulations that have been notified to the staff in writing.
- 5. Equipment**
 - 5.1 Equipment owned by the Customer that is set up on UU's premises is stored there at the Customer's risk. The Customer undertakes to remove such equipment, at its own expense, immediately at UU's request, however, no later than 30 calendar days after the earlier of (a) UU's written request or (b) the termination of the Agreement. If the equipment is not removed within said time period, UU shall have the right, at its own discretion, to remove or discard such equipment at the Customer's expense.
- 5.2 The Customer shall be responsible for equipment owned by UU and set up on the Customer's premises as part of the Project.
 - 5.3 Equipment, licenses and documentation that UU has acquired for the implementation of the Project shall remain UU's property. This also applies when the agreed remuneration for the Project includes funds for the purchase or production of equipment, licenses and documentation, unless otherwise stated in the Agreement.
- 6. Remuneration**
 - 6.1 Remuneration for the Project is regulated in the Agreement.
 - 6.2 Travel costs and allowance as well as costs for representation are included in the agreed remuneration, unless otherwise stated in the Agreement.
- 7. VAT**
 - 7.1 If applicable, VAT will be charged to the Customer separately and is not included in the remuneration stated in the Agreement.
- 8. Payment**
 - 8.1 Payment is made against invoice. Unless otherwise stated in the Agreement, invoicing takes place monthly. The invoice must include the nature and scope of the work performed during the time period to which the invoicing relates. The invoice must also state whether it refers to partial or final payment.
 - 8.2 Payment shall be made within 30 days from the date of the invoice. In the event of late payment, UU shall have the right to charge default interest and a fee for written reminder of payment in accordance with applicable law.
- 9. Confidentiality and secrecy**
 - 9.1 "Confidential Information" means any information that a Party (the "Disclosing Party") provides to the other Party (the "Receiving Party") within the framework of the Project provided that: (i) for written information, the information was clearly marked as "secret" or "confidential" at the time of disclosure, and (ii) for non-written information, it is clearly stated to the Receiving Party, at the time of disclosure, that the information is to be regarded as "secret" or "confidential" and that the Disclosing Party confirms this in writing within ten (10) working days from the time of disclosure.
 - 9.2 Confidential Information does not include information (a) that is or becomes generally known other than through breach of this Agreement or (b) which the Receiving Party can



show was in its possession at the time of signing the Agreement or (c) which the Receiving Party has duly become aware of independently of the Disclosing Party or (d) which, after the time of signing the Agreement, has been demonstrably produced by the Party on its own independently of the information provided to it under this Agreement. Further, confidentiality does not apply to such information that the Receiving Party discloses due to law or corresponding mandatory provision, court ruling or administrative decision by a competent authority.

- 9.3 The Receiving Party undertakes to treat received Confidential Information strictly confidential and to not disclose any part of it to third parties, not to use Confidential Information for any purpose other than for the implementation of the Project and not to disseminate Confidential Information within its own organization beyond what is necessary for the implementation of the Project.
- 9.4 The confidentiality provisions set out above shall apply for three (3) years after the Project has been completed, however, never longer than ten (10) years from the receipt of the relevant information.
- 9.5 UU's undertakings pursuant to this section 9 applies subject to the provisions of the Freedom of the Press Ordinance and the Public Access to Information and Secrecy Act (2009: 400).
- 9.6 Except for publication in accordance with section 10 below, a Party may not, in writing or otherwise, by notice to the public refer to the other Party in connection with sales or marketing, or otherwise use the other Party's trademark, logo or name, without written consent provided in advance by the Party.

10. Dissemination

- 10.1 In accordance with academic practice and after approval in accordance with section 10.2 below, UU shall have the right to, publish the Results.
- 10.2 Before Results from the Project are submitted for publication or otherwise made public by UU, the Customer shall be given the possibility to review the draft publication/material for a maximum of 30 calendar days. The Customer then has the right to request, in writing, that the publication be postponed in order to enable filing for patents or other equivalent intellectual property protection. If such postponement is requested within the specified review period, the information may not be published or otherwise made public within a period not exceeding 90 calendar days from the date of request for postponement.

10.3 The Customer's manuscripts for publications, brochures or other forms of publication where the Customer refers to UU's participation in the Project, must be approved in advance by the UU. UU shall reply no later than 30 calendar days after the manuscript is received.

10.4 As long as confidentiality applies according to section 9.4, Confidential Information may not be published or otherwise made public in accordance with this section 10 without the written consent by the Disclosing Party.

11. Limitation of liability

- 11.1 UU shall be responsible for the Project being carried out in accordance with academic practice. UU does not accept any financial responsibility towards the Customer if the work would not lead to the expected result. Furthermore, UU shall not be responsible if the Customer's use of Results would be found to constitute an infringement of a patent or other intellectual property right that belongs to a third party.
- 11.2 UU shall not be liable for compensation for loss of production, loss of profit or other indirect or consequential damage, unless UU has caused such damage by intentional or gross negligent breach of its obligation under this Agreement. UU's liability, for any damage, shall be limited to a maximum total amount corresponding to the remuneration agreed in the Agreement, however, never more than a maximum of SEK 5,000,000.
- 11.3 If the Customer wants to make a claim for damages against UU, the Customer shall notify UU in writing without unreasonable delay from the time the Customer became aware of the damage, however never later than six (6) months from the time the damage became known to the Customer. If a claim is not made within the period specified above, the right to compensation ceases.

12. Subcontractors and side suppliers

- 12.1 UU shall have the right to use a subcontractor for the implementation of all or part(s) of the Project, when this does not entail a risk that the Customer's Confidential Information will be disclosed to any third parties. If such risk is at hand, the Customer's written approval is required. Hiring a subcontractor does not limit UU's liability to the Customer.
- 12.2 If the Customer wishes to hire a supplier with whom UU may need to cooperate within the framework of the Project, UU shall be given an opportunity, through the project manager, to comment on the choice of such supplier. If there is an impediment to UU in accordance with law, regulation or other applicable regulations, to



cooperate with the relevant supplier, UU shall have the right to refuse such cooperation and, if the Parties cannot find another solution, terminate the Agreement in accordance with section 15.2.

13. Transfer

13.1 Neither Party shall have the right to transfer rights or obligations under this Agreement to any third party without the written consent of the other Party.

13.2 A Party which, with the written consent of the other Party, transfers rights or obligations in accordance with section 13.1 above, shall ensure that all such provisions of the Agreement as are necessary to protect the other Party's interests and rights under the Agreement apply to the transferee.

14. Force majeure

14.1 Neither Party shall have any liability to the other Party if it is prevented from fulfilling its obligations under this Agreement in a timely manner due to circumstances which it could not foresee at the entering into of the Agreement and whose adverse effect could not reasonably be eliminated. Such exemption from liability does not include any obligation to make any payments under the Agreement.

14.2 If a circumstance that prevents the fulfillment of the Agreement according to section 14.1 above does not cease within a reasonable time, but not earlier than three (3) months after the circumstance arises, a Party that is prevented from fulfilling its obligations under the Agreement shall have the right to terminate the Agreement in writing. UU shall have a right to receive full compensation for accrued costs until the termination of the Agreement.

15. Termination of the Agreement

15.1 Either Party shall have the right to terminate the Agreement if the other Party has committed a material breach of the Agreement and has not remedied this within 30 calendar days after receiving written notice that the first Party intends to terminate the Agreement.

15.2 UU shall have the right to terminate the agreement with 30 calendar days' notice if the completion of the Project is made impossible due to the fact that the employment of staff attached to the Project at UU is terminated and new staff with suitable qualifications and sufficient skills cannot be hired with reasonable efforts, or if unique equipment, e.g. computers, failed and cannot be repaired or replaced within reasonable time.

15.3 In case of the Customer's termination of the Agreement in accordance with section 15.1 or UU's termination of the Agreement in accordance with section 15.2, UU shall be entitled to receive full compensation for accrued costs until the termination of the Agreement, while the Customer shall be exempted from paying any compensation for the period thereafter. Upon UU's termination of the Agreement in accordance with section 15.1, UU shall be entitled to receive compensation for accrued costs up to the termination of the Agreement and for necessary settlement costs.

15.4 Termination of the Agreement shall be made in writing.

16. Archiving

UU shall be responsible for archiving in accordance with applicable legislation. Where applicable, UU shall be responsible for ensuring that archived material is handled in accordance with applicable confidentiality obligations under this Agreement.

17. Employee participation in the Project

UU shall be responsible for ensuring that staff hired by UU who participate in the implementation of the Project undertake to comply with relevant provisions in the Agreement, including provisions regarding Results.

18. Amendments

In order to be valid, amendments to the Agreement must be made in writing and signed by both Parties in order to be valid.

19. Applicable law and dispute resolution

This Agreement shall be governed by Swedish law, without regard to its conflict of law provisions. 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 the courts of Sweden.