

SYMETRI – GENERAL STANDARD TERMS AND CONDITIONS

1. General

- 1.1 These general standard terms and conditions (the “T&C”) are applicable for any and all products, licenses and services provided by applicable Symetri company (“Symetri”) to the customer (the “Customer”). In addition to these T&C’s any other Symetri and/or third party supplier standard terms may apply. For any third party software the third party’s standard license terms apply subject to these T&C’s.
- 1.2 These T&C’s together with any other applicable Symetri terms, agreement, appendices and/or offers issued by Symetri and accepted by the Customer in writing or orally constitutes the agreement between the parties (the “Agreement”). In the event of any conflict between the documents constituting the Agreement, these T&C’s shall prevail unless otherwise is expressly agreed between the parties in writing with reference to these T&C’s. Any changes or additions to these T&C’s or any other terms under the Agreement is only valid if the changes or additions are made with explicit reference to the clause(s) that should be changed, either in a separate agreement between the parties or in the offer issued by Symetri and sent to the Customer.
- 1.3 Symetri’s products, licenses and services are exclusively for use with business persons acting in the course of business.
- 1.4 If the parties have agreed that any affiliate of the Customer shall have the right to purchase or use any products, licenses or services under the Agreement, these T&C’s and any other part of the Agreement shall apply in relation to such affiliate. The Customer is fully responsible for such affiliate’s proper performance of the Agreement such as for its own debt. “Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control” means direct or indirect control of more than 50 % of the voting interests of the subject entity.

2. Fees and Payment

- 2.1 The Customer shall pay Symetri the fees, charges and other amounts specified in the Agreement. If the parties have not agreed about any price in writing for a specific service or product Symetri’s from time to time applicable standard fees and prices shall apply.
- 2.2 Any prices are exclusive of a) VAT and other applicable taxes and duties (which shall be paid by the Customer in the manner and at the rate prescribed by law), and b) delivery, packaging, packing, shipping, carriage, insurance, travel, hotel and subsistence

costs of materials and external services (which may be charged to the Customer at cost unless the Agreement provides otherwise).

- 2.3 Symetri may at any time adjust any prices subject to changes in regulations, taxes, fees or similar circumstances beyond Symetri’s control. Symetri may also adjust any prices for third party products or services in case such third party adjusts its prices.
- 2.4 In addition to what is stated above under clause 2.3, Symetri may, annually as from the start of a new calendar year, adjust any prices in accordance with the changes in the applicable index as stated on Symetri’s website, see <http://www.symetri.com/about-symetri/terms-and-conditions/>
- 2.5 Any and all price adjustment shall have effect one (1) month after the date Symetri’s notice was sent.
- 2.6 Payment shall be made within thirty (30) days of the date of invoice. In case of late payment Symetri may, without prejudice to any other right or remedy available to Symetri, charge interest on the unpaid amount and collection charges in accordance with the applicable statutory rate. Symetri shall also have the right to a) decline to supply any products and services to the Customer, b) cancel the Agreement or treat the Agreement as having been cancelled by the Customer, and c) claim compensation for any loss or damage of any kind due to such late payment and/or cancellation of Agreement.

3. Hardware Products

- 3.1 Subject to these T&C’s, hardware is sold to the Customer on the terms and conditions that apply between the hardware manufacturer and Symetri. Symetri is only responsible towards the Customer during any warranty period and to the extent the supplier of hardware is responsible.
- 3.2 Hardware shall remain the property of Symetri until the Customer has fully paid for the hardware. The Customer may not carry out any modifications of the hardware without Symetri’s written consent before the hardware has been fully paid by the Customer. The retention of title shall not affect the passing of risk of loss or damage to the hardware.
- 3.3 What is stated about hardware in this section 3 shall apply to any and all physical product of any type sold by Symetri.

4. Delivery

- 4.1 Any goods, services or software are delivered when Symetri has made such goods, services or software available to the Customer at any of Symetri's locations or at any other agreed place or made available for download. Symetri may make partial deliveries.
- 4.2 Symetri is not responsible for obtaining or maintaining any export license(s) that may be required for delivery.

5. Courses

- 5.1 When Symetri offers courses Symetri may cancel courses with too few participants.
- 5.2 The Customer may cancel its booking of a course free of charge if the cancellation is made no later than three (3) weeks before the course starts. For cancellations thereafter until five (5) working days prior to the course starts a cancellation fee on 50 % of the price of the course apply. Cancellation is not possible five (5) working days before the course or less.

6. Confidentiality

- 6.1 The content of the Agreement shall at all times be kept strictly confidential and not be disclosed to any third party without the prior written consent of the other Party (such consent not to be unreasonable withheld).
- 6.2 All information, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a party, any of its affiliate or to any of their affairs or other business matters, which has been disclosed or may be disclosed to the other party (the "Receiving Party") or which the Receiving Party has or may otherwise become aware of in connection with the preparation, negotiation, entry into or performance of the Agreement, shall at all times be kept strictly confidential by the Receiving Party and not be used by it for any other purpose than the performance or enforcement of the Agreement nor be disclosed by it to any third party without the prior written consent of the other party (such consent not to be unreasonable withheld).
- 6.3 The restrictions in clause 6.1 and 6.2, respectively, shall not apply to information:
- (a) to the extent reasonably necessary to be used or disclosed by the Receiving Party in order for it to secure its interests against the other party in connection with a dispute, controversy or claim arising out of or in connection with the Agreement or to otherwise enforce its rights under that Agreement;

- (b) that were at the time of its disclosure or which becomes thereafter generally available to the public otherwise than as a consequence of a breach by the Agreement;
- (c) that were already known to the Receiving Party or otherwise in its possession prior to the time of its disclosure;
- (d) that were obtained by the Receiving Party in good faith without restriction from a third party; or
- (e) that the Receiving Party is required to disclose by law or any governmental or other regulatory authority or by any applicable contract or regulations of any applicable stock exchange or other market place.

The party using or disclosing any information or documentations with reference to any of these exceptions bears the burden of proof to establish that the relevant exception applies.

7. Limitation of Liability

- 7.1 Either party shall in no event be liable for (i) any indirect, incidental, special, consequential, punitive or tort damages, nor (ii) for any loss of use or data, or production or for lost profits, savings or revenues of any kind (whether direct, indirect or consequential); no matter what theory of liability, even if the party has been advised of the possibility of such damages. In addition, in no event shall Symetri's total liability for all damages, losses and causes of action exceed an amount equivalent to the lowest of a) the amount paid or payable by Customer to Symetri for the type of service or product causing the damage, loss or cause of action during one (1) year preceding the time of the event causing such damage, loss or cause of action, and b) EUR 100 000.
- 7.2 Any claim for compensation of any kind towards Symetri shall be notified to Symetri without undue delay and at latest three (3) months after the relevant service or product was delivered by or from Symetri, unless a specific warranty given prescribe a longer period.
- 7.3 The limitation of liability set forth herein does not apply in case of willful misconduct or gross negligence.

8. Force Majeure

If and to the extent that either party's performance of its obligations under the Agreement is impeded or made unreasonably onerous by circumstances beyond its reasonable control that it could not reasonably expected to have taken into account at the time the Agreement was entered into, or to have

avoided or overcome the effects of, such party shall be released from liability in damages and any other penalties for delay in performing or failure to perform such obligations.

9. Term and Termination

- 9.1 Unless otherwise is provided in the Agreement, the term of the Agreement is until further notice and at least for as long as there are any outstanding obligations for any of the parties. Any third party products rented through Symetri shall be rented for the initial term agreed between the parties, or if no such agreement has been made for the initial term that the Customer has paid or agreed to pay for the third party license. The agreement concerning rental of such third party products shall thereafter continue in force for an indefinite period of time until terminated by either party giving the other party a written notice period of thirty (30) days.
- 9.2 Symetri may terminate the Agreement with immediate effect if the Customer fails to comply with any terms and conditions of the Agreement, including these T&C's.
- 9.3 If the Agreement is terminated any rights granted to the Customer pursuant to the Agreement shall automatically cease and the Customer shall cease any and all use of licensed software etc.
- 9.4 Without prejudice to any remedy it may have against the other party for breach or non-performance under the Agreement, either party shall have the right to terminate the Agreement with immediate effect:
- (a) if the other party should commit or permit a breach or non-performance of material importance to the other party and should fail to remedy such breach or non-performance within 30 days after receipt of written notice; or
 - (b) if the other party should enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or corporate reorganisation proceedings or if execution be levied on any goods and effects of the other party or the other party should enter into receivership.

Notice of termination shall be given without undue delay after the circumstance constituting the breach was or should have been known to the aggrieved party.

- 9.5 The provisions contained in the Agreement that are express or by their sense and context are intended to survive the termination of the Agreement, shall so survive, including but not limited to clauses 6 (Confidentiality), 7 (Limitation of liability) and 11 (Disputes and governing law) in these T&C's.

10. Miscellaneous

- 10.1 Symetri's waiver of any of its rights or remedies under the Agreement must be in writing and duly executed by Symetri. No single or partial waiver of any such right or remedy shall preclude any other or further exercise of that or any other such right or remedy.
- 10.2 The Customer may not assign any of its rights or obligations under the Agreement without Symetri's prior written consent. Symetri may assign any of its rights or obligations under the Agreement without the Customer's prior consent, including Symetri's right to receive payment under this Agreement with the Customer's consent.
- 10.3 Symetri is entitled to sub-contract a third party to perform any of its obligations under the Agreement without the Customer's consent.
- 10.4 Changes and additions to the Agreement, including to this Clause 10.4, must be in writing and duly executed by the parties.
- 10.5 The Agreement contains the entire Agreement between the parties with respect of the subject matter thereof, and supersedes all prior or contemporaneous Agreements or understandings, whether oral or written.
- 10.6 All correspondence and notifications pursuant to the Agreement shall be in writing.

11. Disputes and Governing Law

- 11.1 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 in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Gothenburg, Sweden. The language to be used in the arbitration proceeding shall be English (unless otherwise is agreed by the disputing Parties).
- 11.2 All arbitral proceeding conducted pursuant to Clause 11.1, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceeding shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award, nor be disclosed to any third part without the prior written consent of the party which the information relates.
- 11.3 Notwithstanding the foregoing, Symetri may take any legal action necessary at any competent court in the Customer's country of residence for collection of delayed payments. The parties do hereby accept that

the jurisdiction of such court shall apply for such purpose.

11.4 The Agreement, including this Clause 11.4, shall be governed by and construed in accordance with Swedish law.