

These general terms and conditions apply to consultancy services (the "Consultancy Service") ordered by the Customer from GeoVista Aktiebolag ("GeoVista"). In the event of any conflict between these general terms and conditions and the offer provided by GeoVista to the Customer, the terms and conditions of the offer shall prevail. The offer and, where applicable, any attachments to such offer, together with these general terms and conditions, constitute the parties' agreement and are hereinafter referred to as "the Agreement".

1. Execution of Consultancy Services

GeoVista shall perform the agreed Consultancy Service in accordance with the Agreement and with the ambition to follow any time schedule specified therein. In the event that the Customer has specific requirements for how the agreed Consultancy Service shall be performed, such requirements shall be stated in the Agreement.

GeoVista customises the Consultancy Service according to the Customer's needs, the circumstances in each specific case and the instructions and information that the Customer provides. The Customer is consequently aware that it cannot use the results of GeoVista's Consultancy Service for any other purpose than the explicit purpose for which they were provided and that third parties cannot rely on the results of GeoVista's Consultancy Service.

The parties shall keep each other informed of circumstances likely to have an effect on the performance of the Consultancy Service.

2. Cooperation and Information

At GeoVista's request, the Customer shall provide the information, data, and documents in the Customer's possession that GeoVista deems necessary to perform the Consultancy Service. To the extent that GeoVista's performance of the Consultancy Service requires decisions by the Customer, the Customer shall, at GeoVista's request, submit such decisions to GeoVista.

The Customer shall continuously and in reasonable time inform GeoVista of planned changes in the Customer's business, if and to the extent that such changes may affect GeoVista's obligations under the Agreement.

3. The Scope of the Compensation

The Customer shall pay GeoVista compensation as specified in the Agreement.

Remuneration may be paid as, e.g. fixed remuneration, lump sum remuneration, running account remuneration or as otherwise agreed. If the form of remuneration is not specified in the Agreement, remuneration shall be paid on running account based on an agreed hourly rate. For the avoidance of doubt, estimates provided by GeoVista are only an estimate of the time required for the Consultancy Service. Such estimation of costs does not imply that a capped fee has been agreed.

Additional costs incurred by GeoVista in connection with the performance of the Consultancy Service are not included in the agreed remuneration. GeoVista is therefore entitled to invoice the Customer for such additional costs required for the performance of the Consultancy Service, such as costs for travels and accommodation, travel time, per diem, document costs (including, but not limited to, costs for extracts from archives and purchase of property data), etc. A surcharge of ten (10) percent will be added to re-invoicing in accordance with this Section 3. GeoVista is obligated to, at the Customer's request, show a receipt or other documentation for these additional costs in order to substantiate its invoicing.

The remuneration is stated exclusive of VAT.

4. Additional Work and Changes to the Consultancy Service

GeoVista shall notify the Customer in writing if there is or arises a need for work that is not included in the Consultancy Service or a need for new or amended directives. The Customer undertakes to get back to GeoVista without delay with such adjusted directives as well as any comments.

The Customer is aware that a change to the Consultancy Service may entail that both the compensation and the time schedule communicated by GeoVista needs to be adjusted.

5. Payment and Invoicing

GeoVista shall invoice the Customer with a payment period of 20 days.

In the event that GeoVista has engaged a subcontractor for the performance of the Consultancy Service, invoicing may take place directly from such subcontractor. GeoVista is also entitled to invoice work performed by subcontractors.

If the Customer does not pay an invoice by its due date, GeoVista is entitled to charge a reminder fee as well as penalty interest. Penalty interest is charged after 30 days in accordance with the Interest Act (1975:635) with reference interest of + 12 percent on the invoice amount. In the event of significant delay in payment, GeoVista has the right to terminate the Agreement in accordance with Section 13.

6. Subcontractors and Personnel

GeoVista is entitled to engage subcontractors to perform all or parts of the Consultancy Service. In the event that subcontractors are engaged, GeoVista is liable to the Customer for the subcontractor's work as it is for its own work. The same applies to work performed by other persons engaged by GeoVista.

GeoVista is entitled to freely decide which consultant to use in the performance of the Consultancy Service and may freely replace such consultant with another without the Customer's consent.

If the Customer deems that the consultant should be replaced, the Customer shall inform GeoVista without undue delay. GeoVista shall, taking into account other ongoing assignments and resource planning, carry out a change of consultant if possible. The Customer is aware that such replacement may entail that the time schedule and/or the remuneration for the Consultancy Service may need to be adjusted (e.g. because such new consultant needs to gain sufficient knowledge of the Customer's business and/or relevant case/project before the Consultancy Service can be provided or because such new consultant charges a higher fee).

7. Confidential Information

GeoVista may not, without the Customer's consent, disclose information about the Customer that GeoVista has gained access to during the performance of the Consultancy Service. Notwithstanding the foregoing, GeoVista is entitled to use the Customer's name as a reference on its website, when performing other assignments and in other marketing contexts.

If GeoVista or a subcontractor receives a request from a third party to disclose documents or information that GeoVista or a subcontractor has obtained through the performance of the Consultancy Service, such request shall be forwarded to the Customer.

Confidentiality does not apply if GeoVista is obliged to disclose information according to law, ordinance/regulation, other statute, or government decision. Nor does the duty of confidentiality apply to information that is generally known to the public.

8. Defects in the Consultancy Service

The Consultancy Service shall be deemed defective if it clearly deviates from the Agreement.

In the event of a defect on GeoVista's side, the Customer may demand that GeoVista remedies the defect and is permitted to withhold payment until the defect has been rectified. The defect shall be remedied within reasonable time after the Customer has given GeoVista the opportunity to do so.

If the Customer deems that there is an error or deficiency under this Section 8, the Customer shall notify GeoVista without delay. GeoVista's liability under this Section 8 applies to errors or deficiencies reported by the Customer within three (3) months after the Customer has discovered the error or deficiency, but in any event no later than four (4) months after the performance of the relevant Consultancy Service. For the avoidance of doubt, the Consultancy Service is deemed to have been performed at the time of its invoicing.

9. Adjustment of the Time Schedule and Delays

GeoVista shall endeavour to comply with the time schedule established in the parties' Agreement. Notwithstanding the foregoing, GeoVista is entitled to a later delivery if the delayed is due to circumstances that GeoVista has not caused and/or the effect of which GeoVista could not reasonably have eliminated or foreseen. The Customer shall in reasonable time provide documentation, review received documents and give notice so that the agreed time schedule can be followed.

Both parties are responsible for ensuring that the agreed time schedule can be upheld. A party shall, without delay, notify the other party in writing after it has become aware of circumstances that may result in a change to the time schedule or otherwise affect the performance of the Consultancy Service. If a party fails to give such notice, the party may not rely on this circumstance unless the other party realised or should have realised the implication of such circumstance and its potential effect on the time schedule.

Furthermore, a party shall, after it has been able to assess which changes to the schedule that are required, notify the other party in writing of such changes. The notification shall be made without delay. If the Customer requests that the time schedule shall be changed or that work shall be cancelled or accelerated, GeoVista shall be entitled to reasonable compensation for the additional costs that arises as a result of such circumstances.

Delay on the part of GeoVista shall be deemed to exist if the Consultancy Service, without it being due to circumstances beyond GeoVista's control or any circumstances on the Customer's part, has not been performed within the time agreed by the parties. In the event of delay on the part of GeoVista, the Customer is entitled to demand that GeoVista performs the Consultancy Service as well as to withhold payment until the Consultancy Service has been performed.

Delay on the part of the Customer shall be deemed to exist if the Customer does not inform GeoVista in accordance with Section 2 or return with instructions in accordance with Section 4. In the event of such delay, GeoVista is entitled to postpone the fulfilment of the Consultancy Service until the Customer is no longer in delay. For the avoidance of doubt, GeoVista shall not be considered to be delayed during such period of waiting.

10. Property and Intellectual Property Rights

GeoVista reserves the ownership of copyrights and all other intellectual property rights that arise in connection with the performance of the Consultancy Service, including but not limited to the result of the Consultancy Service. Notwithstanding the foregoing, the Customer is entitled to use the results, but only for the purposes for which they were provided to the Customer. The Customer is not entitled to otherwise distribute the results or use it for marketing purposes.

11. Termination of the Agreement

A party is entitled to terminate the Agreement if

(a) the other party breaches any term of the Agreement or these general terms and conditions which is of material importance to the other party and has not rectify the breach within fourteen (14) days after a written request has been made; or

(b) the other party repeatedly breaches the Agreement or these general terms and conditions, even if the breaches are not individually material.

If either party terminates the Agreement under this Section 11, the other party shall be liable to compensate the injured party for its losses, subject to the limitations set out in these general terms and conditions.

12. Termination of the Agreement in Certain Cases

12.1 The Customer's right to terminate the Agreement

The Customer has the right to terminate the Agreement, in whole or in part, if the conditions for the performance of the Consultancy Service change materially. In addition to this, unless otherwise agreed, the Customer further has the right to terminate the Agreement or part thereof with respect to non-performed parts by observing a thirty (30) day notice period. GeoVista shall in this case receive compensation

for performed work, verified costs and direct costs for winding up the Consultancy Service during the notice period.

12.2 GeoVista's right to terminate the Agreement

GeoVista has the right to terminate Agreement, in whole or in part, with immediate effect if the Customer is, or is at risk of being, delayed with payment, is declared bankrupt, initiates composition negotiations, enters into liquidation or otherwise can be assumed to be, or is at risk of being, insolvent. GeoVista also has the right to terminate the Agreement, in whole or in part, with immediate effect in the event of a conflict of interest.

In the event of termination due to this Section 12.2, GeoVista shall receive compensation for performed work, verified costs and direct costs for winding up the Consultancy Service.

13. Liability and Limitation of Liability

A party is liable for loss caused to the other party if the loss is caused by the party's breach of contract or negligence.

Notwithstanding the foregoing, GeoVista shall not be liable for any loss incurred by the Customer as a result of (i) decisions and/or actions taken by third parties based on the results of GeoVista's Consultancy Service, (ii) the Customer's unintended use of the results of GeoVista's Consultancy Service, or (iii) deficiencies and/or inaccuracies in information or documents provided by the Customer or its subcontractors to GeoVista (the same applies to such official information that GeoVista obtains from authorities, municipalities or publicly owned companies and organisations, or other information that GeoVista purchases from external parties on behalf of the Customer). Furthermore, faults in the Consultancy Service and delays shall, in first instance, be handled in accordance with the provisions in Section 8 and 9 respectively.

A party's liability for losses is limited to direct losses, however not exceeding an amount corresponding to the lesser of SEK 500,000 or 100 percent of the compensation payable by the Customer for the Consultancy Service performed under the Agreement. The preceding limitation is a total amount that applies to all losses during the term of the Agreement (i.e. during the time that the Consultancy Service is performed according to the time schedule in the offer).

GeoVista does not provide any warranties other than what follows from these general terms and conditions in respect of the Consultancy Service provided. The warranties and remedies set forth in these general terms and conditions are therefore exclusive and in lieu of all other warranties, conditions, undertakings and obligations imposed by statute, customary law, practice, custom between the parties or otherwise relating to the quality, condition or fitness for any purpose of the Consultancy Service performed.

14. Assignment of the Agreement

A party may not assign the Agreement, or any rights or obligations under the Agreement, to another party without the written consent of the other party.

15. Amendment of General Terms and Conditions

Amendments of, and supplements and additions to, the Agreement must be made in writing and signed by authorised representatives of both parties in order to be valid.

Notwithstanding the foregoing, GeoVista has the right to amend these general terms and conditions. Amendments enter into force in connection with the new version of these general terms and conditions being published on GeoVista's website.

16. Grounds for Exemption

A party shall be relieved from performing its obligations under the Agreement if its performance is prevented or unreasonably hindered by events beyond its control and the event could not have been foreseen at the time of the conclusion of the Agreement, and its effects could not reasonably have been avoided or overcome. Events beyond a party's control shall include labour disputes, natural disasters, fire, war, mobilisation, unforeseen large-scale military mobilisation, acts of terrorism, requisition, seizure, rebellion and riots if the event affects the party or a subcontractor of the party within or outside Sweden.

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A party is obliged to immediately inform the other party in writing of any such event that prevents or unreasonably burdens the party's performance under the Agreement. The party shall inform the other party of when fulfilment is expected to be possible. The party is obliged to fulfil its obligations under the Agreement immediately when the circumstance constituting grounds for exemption no longer exists.

If a party has invoked grounds for exemption and such circumstances have existed for more than two (2) months, the other party may request in writing that the Agreement immediately shall cease to apply.

17. Applicable Law and Dispute Resolution

The Agreement and these general terms and conditions shall be governed by, and interpreted in accordance with, Swedish law.

Disputes concerning the application or interpretation of the Agreement and related legal relationships shall primarily be settled by negotiation between the parties and secondarily be tried and finally decided by a general court.