

**1. DEFINITIONS**

- 1.1 "Swedavia" means Swedavia AB (publ), (Corporate Reg. no. 556797-0818) or a subsidiary of Swedavia being a party to the Agreement.
- 1.2 The "Supplier" means the company with which Swedavia has concluded the Agreement.
- 1.3 The "Agreement" means (i) the agreement, including any appendices, between Swedavia and the Supplier to which these GTC are an appendix; (ii) tender documentation including appendices; (iii) tender; (iv) invitation to tender; (v) application to tender and (vi) each delivery/performance undertaking, sub-agreement, etc. contemplated under or covered by the Agreement.
- 1.4 The term "delivery/performance undertaking" shall mean each respective order, product delivery, assignment, service or work undertaking or other delivery or performance undertaking of any kind to be delivered, provided and/or performed, as the case may be, by the Supplier under the Agreement.
- 1.5 The term "agreed specifications" shall mean the specifications, requirements and conditions regarding quantity, quality, etc. which shall apply to the respective delivery/performance undertaking(s) agreed under the Agreement.
- 1.6 "Deliverables/Results" means, as applicable, any and all deliverables and results, in any form or medium, whether tangible or intangible, produced, delivered or performed under or otherwise accruing from the Agreement, including but not limited to, as applicable, any and all services, products, hardware, documentation, specifications, drawings, solutions, data, reports, files, media, material, service deliverables and work results and any other assets, deliverables and results (including Documentation), as the case may be.
- 1.7 "Documentation" means all necessary and relevant technical documentation, user documentation and other documentation related to each respective delivery/performance undertaking under the Agreement. Unless otherwise agreed in each instance, the Supplier shall always be liable to deliver the Documentation as part of its delivery/performance undertaking, and the Documentation shall be complete, correct and adapted to its purpose, and shall be delivered in a suitable format (paper copy and/or electronically/on-line and in a language acceptable to Swedavia (Swedish or English), which is otherwise used in the Agreement). For the avoidance of doubt, the Documentation shall be transferred to Swedavia with ownership or usage rights in accordance with Clause 17 below and Swedavia shall be entitled to make an unlimited number of copies of this Documentation.
- 1.8 "Defect" means any defect or deficiency in design, material, production, quality, workmanship or fitness for the intended purpose (to the extent such intended purpose is or should reasonably be known to the Supplier), or otherwise any lack of conformity with or deviation from any warranties, agreed specifications or service levels as provided under the Agreement, including incorrect or incomplete Documentation.
- 1.9 A "Delay" is deemed to occur when any time limit for any partial delivery, installation, final and complete delivery or other event specified in the agreed time schedule is not complied with. For the avoidance of doubt, the completion of any such delivery, installation or other event shall be subject to Swedavia's acceptance.
- 1.10 "Loss" means any cost, expense, claim, compensation, proceeding charge, duty and any other loss, damage, liability, or action or claim of any nature, including reasonable attorney's fees and other litigation expenses, and also including personal injury and damage to property as well as product liability.

**2. APPLICABILITY OF TERMS AND CONDITIONS**

- 2.1 Swedavia's GTC apply as a supplement to and shall form an integrated part of the Agreement. In the event of the Agreement referring to or containing other GTC of conflicting general terms and conditions of similar nature or purpose as Swedavia's GTC, Swedavia's GTC shall prevail unless otherwise expressly stipulated in the Agreement.

- 2.2 In the event of the documents pertaining to the Agreement referring to or containing conflicting general terms and conditions, these documents shall take precedence as follows:

- 1) amendments and additions to the Agreement
- 2) the agreement, including appurtenant appendices, concluded by Swedavia and the Supplier
- 3) Swedavia's general terms and conditions
- 4) tender documentation, including appendices
- 5) tender
- 6) invitation to tender
- 7) application to tender

No other documents besides the above apply.

**3. ORDERS AND TERMS OF DELIVERY**

- 3.1 Unless provided otherwise in this Agreement, orders under the Agreement shall, in order to be binding to Swedavia, always be in writing and shall include the name, department and contact details of the authorized person placing the order on behalf of Swedavia as well as the order delivery address at Swedavia.
- 3.2 If Swedavia so requests, the Supplier shall accept and arrange for electronic order handling in accordance with Swedavia's instructions.
- 3.3 Where applicable and unless otherwise provided in the Agreement, any goods and products to be delivered by the Supplier under the Agreement shall be delivered DDP (Incoterms 2010) at Swedavia's delivery address set forth in the order in question.
- 3.4 The Supplier shall provide Swedavia with statistical information free of charge at Swedavia's request or as specially agreed in the Agreement.

**4. PRICES AND REMUNERATION**

- 4.1 Remuneration shall be paid to the Supplier as set forth in the Agreement. All prices and fees shall remain fixed throughout the term of the Agreement.
- 4.2 All remuneration due to the Supplier under the Agreement is exhaustively stated in the Agreement and shall include all the Supplier's costs, such as wages and associated payroll overheads, overtime compensation, travel and accommodation costs, costs for necessary packaging etc., including all taxes and charges related thereto. Remuneration is not paid for disbursements and increments.

**5. PAYMENT AND INVOICING**

- 5.1 Payment shall be made upon invoicing as stipulated in the Agreement, using the currency specified in the Agreement. Unless provided otherwise in the Agreement or otherwise agreed in each instance, the Supplier shall not be entitled to send any invoice and Swedavia shall have no liability to make payment regarding a specific delivery/performance undertaking (or part thereof) under the Agreement, until Swedavia has accepted the delivery or performance thereof. However, to the extent that the Supplier's remuneration is payable on a current account basis, the Supplier shall be entitled to invoice monthly in arrears.
- 5.2 If Swedavia so requests, the Supplier shall accept and arrange for electronic invoicing in accordance with Swedavia's instructions.
- 5.3 Each invoice from the Supplier shall be accompanied by relevant and detailed specifications, in accordance with Swedavia's instructions, clearly identifying on a on an item-by-item basis the purpose and scope of the debiting. Where relevant, the Supplier shall, upon Swedavia's request, report to Swedavia the internal time notes for the personnel involved.
- 5.4 Terms of payment shall be no less than 30 days net from the date of invoice. Only invoices that are prepared in accordance with

- Swedavia's specifications (regarding addressee, invoicing address, purchase order number, etc.) will be processed for payment. Where the Supplier has submitted to electronic invoicing, Swedavia will not accept, and shall have no liability to pay, invoices in any other format.
- 5.5 Invoicing address:  
Swedavia AB  
Box 435  
SE-601 05 NORRKÖPING (Sweden)
- 5.6 In the event of a dispute concerning an invoiced item, Swedavia shall be entitled to withhold the disputed amount until the dispute has been resolved. If the result of the dispute should be that the invoiced item is deemed to be correct, then Swedavia shall pay the disputed amount and the Supplier shall be entitled to claim default interest thereon in accordance with Section 5.7 below.
- 5.7 In the event of a delay in payment, the Supplier shall be entitled to claim statutory default interest as of the first day after the applicable due date.
- 5.8 If Swedavia has agreed to make any payment(s) before final and complete delivery/performance by the Supplier of any delivery/performance undertaking (or part thereof), each such payment shall be deemed, and the Supplier shall treat each such payment, as advance payment until such time Swedavia has accepted the delivery/performance in question to be final and complete. Moreover, the Supplier shall never be entitled to withhold or set off any advance payment made by Swedavia, as applicable, against any demands for remuneration or compensation of any kind unless agreed by Swedavia in each instance.
- 6. GENERAL WARRANTIES, ETC.**
- 6.1 In addition, where applicable to any representations, warranties and other obligations specified in the Agreement, the Supplier always warrants and represents that:
- (a) the Supplier has the full power and authority to enter into the Agreement and possesses and will maintain in full force and effect during the term of the Agreement all necessary licences, approvals and permits required to perform its obligations under the Agreement and the Supplier, by virtue of entering into the Agreement, is not and will not be in breach of any express or implied obligation to any third party;
- (b) the Supplier has the necessary skills, ability and experience to duly and timely perform the obligations assumed by it under the Agreement and it shall take all necessary measures required to ensure the necessary ability and skills throughout the term of the Agreement;
- (c) the Supplier shall perform its obligations in such a manner that Swedavia has reason to expect, with utmost diligence and quality and in a professional and workmanlike manner in strict compliance with all applicable statutory provisions and regulations, applicable industry standards and market practices, and in accordance with the agreed time schedule and satisfying any agreed specifications and service levels under the Agreement; and
- (d) when performing its obligations, the Supplier shall maintain a suitable organization and preparedness and use individuals of suitable training, experience and skills and other adequate resources as appropriate.
- 6.2 The Supplier shall perform any part of its obligations under the Agreement in close consultation with Swedavia and shall, upon Swedavia's request, for each delivery/performance undertaking under the Agreement, appoint a contact person with general responsibility for the delivery/performance undertaking in question.
- 6.3 Upon Swedavia's reasonable request, the Supplier undertakes to provide adequate security to Swedavia for the due fulfilment of its obligations under the Agreement, in the form of a bank guarantee or similar security reasonably acceptable to Swedavia.
- 7. DELAY IN DELIVERY; LIQUIDATED DAMAGES**
- 7.1 Subject to Section 9 below, the Supplier shall be liable for any Delays, except to the extent the Delay is caused by Swedavia or by anyone for which Swedavia is responsible. The Supplier shall use its best reasonable efforts to mitigate and limit any Delay.
- 7.2 Unless provided otherwise in the Agreement, the Supplier shall be liable to pay liquidated damages to Swedavia for each Delay for which the Supplier is liable in the amount of two (2) per cent of the total estimated contract value of the Agreement per commenced week of delay, however, with a maximum of twenty (20) per cent of the said value for each Delay.
- 7.3 In addition to the above and any other applicable remedy, the Supplier shall always be liable for any Loss arising in connection with any Delay for which the Supplier is liable, pursuant to Section 10 below.
- Swedavia's termination rights in connection with any Delay(s) are set forth in Section 11 below.
- 7.4 To the extent a Delay is caused by Swedavia or by anyone for which Swedavia is responsible, subject to Section 9 below, then the only remedy for the Supplier shall be the right to (i) a time extension corresponding with such delay, and (ii) where relevant and unless provided otherwise in the Agreement, compensation for reasonable readjustment costs and other reasonable direct costs incurred by the Supplier in connection with the Delay. The Supplier shall use its best reasonable efforts to mitigate and limit any such costs.
- 8. DEFECTS**
- 8.1 The Supplier warrants, during such period specified in the Agreement (the "Warranty Period") that all Deliverables/Results and any other performance under the Agreement shall fully conform to the Agreement and, consequently, shall be free from any and all Defects. Without impediment of p. 2.2 above, the Warranty Period for each delivery/performance undertaking under the Agreement, shall apply until one (1) year has passed as of the date the delivery/performance of such undertaking was accepted as final and complete or, when applicable, for the longer Warranty Period specified in the Agreement.
- 8.2 The Supplier undertakes, at its own risk and expense and without causing Swedavia inconvenience, to forthwith remedy each Defect arising during the applicable Warranty Period. The Supplier shall perform any remedy in accordance with any remedy specifications, escalation procedures etc. provided under the Agreement, as applicable, or as may otherwise be reasonably requested by Swedavia from time to time. Swedavia shall have the right to make complaints and remedy requests regarding any Defect at any time during the Warranty Period, without observing any special periods for complaints or the like.
- 8.3 The Supplier shall report back to Swedavia directly after remedying faults and restoring the deficiency to the agreed level.
- 8.4 If the Supplier does not, within a reasonable time following a complaint or remedy request from Swedavia, perform its obligation to Swedavia's satisfaction, Swedavia shall always be entitled to, either itself or by engaging one or more third parties, fulfil such obligations at the cost and expense of the Supplier. Swedavia shall also be entitled to a reduction (or refund) of the price corresponding to the Defect (i.e. a reduction of the agreed remuneration or a refund of remuneration already paid), or to terminate the Agreement, in whole or in part, in accordance with Section 11 below.
- 8.5 In addition to the above and any other applicable remedy, the Supplier shall always be liable for any Loss arising in connection with any Defect, pursuant to Section 10 below.
- 9. FORCE MAJEURE**
- 9.1 A party shall be relieved of its obligations under this Agreement if the performance by a party of one or several of its obligations under the Agreement is prevented or delayed by event(s) which are beyond the control of that party and which could not reasonably have been foreseeable nor could the consequences thereof be avoided or overcome (an event of "Force Majeure"). For the purpose of this Agreement, Force Majeure shall only include general strikes and

other general labour conflicts, war, riot, sabotage, acts of terrorism, and other actions aimed at the overthrow of society, earthquakes and similar earth movements as well as government action that prevents performance of the Agreement. However, strikes, lockouts or other labour disputes caused by the party not complying with the currently accepted rules and principles in the labour market are not considered to constitute events beyond the party's control. The party shall demonstrate that said conflicts are not due to the party. Moreover, for the avoidance of doubt, it is expressly agreed that where the performance of a party is prevented due to any circumstance(s) caused as a result of such party's breach of any obligation under the Agreement, such circumstance(s) shall never constitute an event of Force Majeure.

9.2 The party wishing to refer to an event described above shall immediately make notification to the other party to this effect.

9.3 As soon as the Force Majeure event ceases to exist, the party shall notify the other party and immediately resume the undertaking to the agreed extent. In the event of Force Majeure lasting for longer than 90 days, Swedavia has the right to immediately terminate the Agreement.

## 10. LIABILITY; INSURANCE

10.1 Unless specifically stated otherwise in the Agreement the Supplier shall be liable for all Losses caused to Swedavia, by intent or through negligence, by the Supplier's personnel or sub-contractors. However, if the Supplier has strict liability by law or other statutory provisions, this shall apply.

A party shall never be liable for loss of profit or other indirect losses.

10.2 Regardless of what has been stated in the Agreement, there shall be no limitation of liability in the case of (i) the liability of the Supplier pursuant to Section 17 below, (ii) in the event of breach of confidentiality and other obligations pursuant to Section 16 below, (iii) in the event of gross negligence or intent, or (iv) in the event of fatality or personal injury caused by a party or someone for which the party is responsible due to negligence or intent.

10.3 Remuneration which the Supplier is obliged to pay pursuant to this Section 10, shall be paid in full, without deduction for liquidated damages which the Supplier, when applicable, may be liable for pursuant to Section 7 above or otherwise under the Agreement.

10.4 The Supplier shall for its obligations under the Agreement obtain and maintain requisite liability insurance with sufficient liability limits. Unless otherwise specified in the Agreement, insurance cover where the liability limit amounts to at least ten (10) million Swedish kronor for each claim shall be considered as being sufficient. Moreover, where applicable, the insurance shall also include coverage of the property taken charge of or kept by the Supplier in which Swedavia has an interest.

The Supplier shall, upon request, furnish Swedavia with a copy of the insurance policy and also with a certificate verifying that the insurance premium has been paid. If Swedavia incurs any Losses, for which the Supplier can receive insurance indemnity, the Supplier shall use its best efforts to collect such indemnity and immediately remit this to Swedavia.

In the event of a claim, it is incumbent on the Supplier to contact its insurance company or settle the claim in another way.

10.5 In the event of a claim, each of the parties shall undertake the measures that can be reasonably demanded to limit the extent of damage.

## 11. TERMINATION FOR CAUSE AND CONVENIENCE, ETC.

11.1 *Termination for cause* The Agreement may be terminated wholly or partly with immediate effect by either party in the event of any material breach or material default by the other party in the performance of any obligation under the Agreement, which is not remedied within thirty (30) days of written notification thereof. Such notification shall contain a statement that termination is being considered if correction does not occur.

Swedavia has the right to terminate the Agreement wholly or partly with immediate effect if the Supplier:

- (a) is declared bankrupt, enters into liquidation, compulsory administration, enters into composition, suspends payments until further notice or is prohibited from trading.
- (b) is subject to a petition for bankruptcy, compulsory liquidation, compulsory administration, composition or a similar procedure.
- (c) is sentenced for a crime relating to the conduct of its business in accordance with a judgment that has attained legal force or has been guilty of a serious error in the conduct of its business.
- (d) has not performed its undertakings for social insurance contributions or taxes.
- (e) if the Supplier before or after entry into the Agreement has provided incorrect information or failed to disclose information to the Supplier which is of substantial importance for the coming into existence of the Agreement.
- (f) if one more Delays for which the Supplier is liable have continued for an aggregate period of no less than ten (10) weeks, or if the Supplier's performance under the Agreement, in Swedavia's reasonable opinion, is likely to be delayed by no less than ten (10) weeks in the aggregate as a consequence of one or more Delays for which the Supplier is liable.
- (g) in the event of a Defect of material importance to Swedavia and such Defect is not remedied within five (5) business days (or such other period as may be stipulated in the Agreement) of written notification thereof by Swedavia.

Upon termination under this Section 11.1, the Supplier shall without delay duly report and, upon Swedavia's request, transfer to Swedavia – subject to reasonable remuneration to the extent such remuneration has not already been paid – all Deliverables/Results, as applicable, emanating from the work already performed with respect to the terminated part(s) in question.

Without prejudice to any other rights and remedies provided under the Agreement or applicable law, in the event any cause for termination set forth in this section 11.1 should occur, Swedavia shall always be entitled to withhold any payment and to suspend the performance of any other applicable obligations under the Agreement, relating to such termination cause. Any such withholding or suspension by Swedavia shall be notified to the Supplier without undue delay.

11.2 *Termination for convenience.* Swedavia shall always be entitled, at any time upon 30 days' notice, to terminate the Agreement, in part (e.g. with regard to a specific delivery/performance undertaking or part thereof) or, in whole, with immediate effect. In the event of such termination, Swedavia's only liability shall be, where relevant, to pay reasonable remuneration to the Supplier for work already performed with regard to the terminated part(s) in question and verified necessary direct costs related thereto (to the extent that such remuneration has not already been paid), provided that Swedavia's liability to pay reasonable remuneration shall be conditional upon, where applicable, that the Supplier duly reports and transfers to Swedavia all Deliverables/Results, as applicable, emanating from the work already performed with regard to the terminated part(s) in question.

11.3 *General provisions applicable in the event of termination.* In addition to the provisions set forth in this Section 11, the following shall apply in the event of termination (in whole or in part) of the Agreement:

(a) *Advance payments.* The Supplier shall without delay report or repay to Swedavia any advanced payment(s) made by Swedavia, as applicable, relating to the terminated part(s) in question. As regards withholding or offset, the provisions of Section 5.8 above shall apply.

(b) *Limited remuneration.* Any remuneration payable by Swedavia under this Section 11 (e.g. in connection with termination for convenience, etc.), as applicable, shall never exceed the remuneration that would have been payable by Swedavia for the terminated part(s) in question (including any Deliverables/Results pertaining thereto) if the termination had not occurred. Furthermore, the Supplier shall use its best reasonable efforts to mitigate and limit any costs payable by Swedavia, as applicable, under this Section 11.

- (c) *Deliverables/Results.* For the avoidance of doubt, any Deliverables/Results to be transferred by the Supplier under this Section 11 shall be transferred to Swedavia with ownership or usage rights, as the case may be, in accordance with Section 17 below, and all provisions of Section 17 shall apply in full to such Deliverables/Results.
- (d) *Survival.* In addition to what is expressly stipulated in Section 16 below, termination or expiration of the Agreement for any reason shall not bring to an end any provision which, in order to give effect to its meaning, needs or is intended to survive termination of the Agreement and such provisions shall remain in full force and effect until they are satisfied or by their nature expire.
- 12. PERSONNEL**
- 12.1 The Supplier may not substitute any contact person, key personnel or any corresponding person(s) without Swedavia's prior written approval. Other personnel than appointed contact person(s), key personnel or corresponding may be replaced without Swedavia's written approval provided that the replacement may not have any adverse consequences for the due performance of the Suppliers' obligations under the Agreement.
- 12.2 The Supplier shall, upon Swedavia's request and without additional remuneration, replace individual personnel who Swedavia considers do not fulfil the quality or competence requirements or otherwise do not satisfactorily perform under the Agreement.
- 13. SUBCONTRACTORS**
- 13.1 Unless provided otherwise in the Agreement, the Supplier shall not be entitled to engage or use subcontractor(s) – nor shall any subcontractor be entitled, in turn, to engage or use any subcontractor(s) etc. – for the performance of any obligation under the Agreement, without Swedavia's prior written approval. The Supplier shall be fully responsible for any and all acts and omissions of any of its subcontractors (including any subcontractors' subcontractor(s) etc.) to the same extent as for its own business and personnel.
- 14. PROCESSING OF PERSONAL DATA**
- 14.1 If the performance of the Agreement in any part involves processing by the Supplier of any personal data for which Swedavia or any subsidiary of Swedavia is responsible, then this Section 14 shall apply.
- 14.2 Under the Personal Data Act, Swedavia/ Swedavia's subsidiary is the controller of personal data and thus has an exclusive right to determine how and for which purpose these personal data may be processed. The Supplier is the processor of personal data and undertakes to refrain from any processing of personal data that conflicts with applicable legislation, the terms and conditions of the Agreement between the parties and Swedavia's explicit instructions. Any other processing on the part of the Supplier of such personal data is strictly prohibited. The Supplier also undertakes not to disclose personal data to a third party without Swedavia's written approval or to transfer personal data to a state which is not a member of the European Union or connected to the European Economic Area (so-called third country).
- Furthermore, the Supplier undertakes to implement appropriate technical and organizational security measures to protect the processing of personal data. Such measures shall achieve an appropriate level of security having regard to the technical possibilities available, the implementation cost for such measures, the specific risks connected with the processing of the data in question, and the sensitivity level of the data in question. Upon Swedavia's request at any time, the Supplier shall amend such measures in order to ensure Swedavia and the Supplier's compliance with applicable legislation on the protection of personal data.
- 14.3 In the event of the Supplier receiving a request for information from any government authority or any other third party with regard to personal data controlled by Swedavia/a subsidiary of Swedavia, such request shall immediately be forwarded to Swedavia.
- 14.4 When the Contract expires the Supplier shall hand over all personal data on storage medium specified by Swedavia. The Supplier shall also ensure that no personal data is left in its own systems.
- 14.5 No subcontractor engaged or used under the Agreement may process any personal data of which Swedavia/a subsidiary of Swedavia is the controller, unless the subcontractor has agreed in writing to comply with the obligations set forth in this Section 14.
- 15. SECURITY REGULATIONS**
- 15.1 Swedavia's airports are protected objects.
- Pursuant to Swedish legislation (SFS 1997:235), all persons present in airport areas requiring security clearance must have such clearance.
- The Supplier's personnel must be informed that Swedavia is a protected object and that there is information there that may not be disclosed to the general public.
- 15.2 The Supplier and personnel employed by the Supplier as well as subcontractors must comply with the security instructions applicable within Swedavia.
- 16. CONFIDENTIALITY**
- 16.1 Neither party shall be entitled, without the prior written approval of the other party, to in any way disclose or use information received from or relating to the other party or its business operations (including any information relating to the other party's affiliated companies or the business operations thereof) except as strictly necessary for the due performance of the obligations under the Agreement. All such information shall be dealt with and kept in strict confidence by the receiving party, in a duly secure manner exercising no less security measures and degree of care than those applied by it to protect its own confidential information.
- The Supplier shall keep secure all documents and other information media relating to the assignment or which have been placed at the disposal of the Supplier due to the assignment. The Supplier shall indemnify Swedavia for any damage caused during the period that the Supplier has the material at its disposal.
- The obligations set forth in this Section 16.1 shall not apply to such information which the receiving party can prove:
- (i) was in the public domain at the time of conclusion of the Agreement or has subsequently come in the public domain, other than by breach of the confidentiality obligation;
- (ii) has become known to the receiving party without any security restraints of any kind through a third party having a bona fide right to disclose the same on a non-confidential basis; or
- (iii) is required to be disclosed under applicable mandatory law, final and legally enforceable order of any competent court or regulatory body, applicable stock exchange regulations or similar provisions, provided that the receiving party shall disclose such information only to the extent strictly legally required.
- At the request of Swedavia or, in all circumstances, when the assignment has been completed, all documentation relating to confidential information shall be returned or destroyed, including copies of documentation. The Supplier shall at the same time cease to use the confidential information. The Supplier shall, upon request by Swedavia, confirm in writing that the Supplier has been complied with its obligations under this Section.
- Each party is responsible for its personnel and others for whom the party is responsible, complying fully with the obligations ensuing from this Section 16.1.
- 16.2 The obligations under Section 16.1 above shall apply for at least three (3) years following the completion, termination or expiry of the Agreement.
- 16.3 The Supplier shall pay liquidated damages to Swedavia of SEK 10,000 or such higher amount that corresponds to the Loss incurred

for every breach of confidentiality that the Supplier is liable for under the Agreement.

- 16.4 Notwithstanding what is provided for in this Section 16, Swedavia always has the right to share all information provided by or which otherwise concerns the Supplier or its business, with Swedavia's subsidiaries, provided that the recipient treats this information as confidential on conditions that are not less far reaching than those that follow from Section 16.1 above.

**17. INTELLECTUAL PROPERTY RIGHTS, INFRINGEMENTS, ETC.**

- 17.1 Unless specifically stated otherwise in the Agreement, Swedavia shall acquire title to and ownership in any intellectual property rights of any kind in or pertaining to any Deliverables/Results, with the exception of in Deliverables/Results included software, which development is not paid for by Swedavia. The Supplier warrants that such title and ownership shall be full and complete and shall include an unrestricted and exclusive right to change, duplicate, assign, transfer, pledge or otherwise dispose of in any way such Deliverables/Results.

Moreover, the Supplier warrants that all Deliverables/Results, as applicable, in and to which Swedavia shall acquire ownership and title under the Agreement, shall be transferred and assigned free and clear of any liens, claims, charges or encumbrances of any kind.

The Supplier is not entitled, after completion of the assignment, to make use in its ongoing business activity of the Deliverables/Results to which Swedavia has acquired the right of ownership unless specifically stated in the Agreement.

- 17.2 Unless specifically stated otherwise in the Agreement, the Supplier free of charge grant to Swedavia, a perpetual, non-exclusive and world-wide licence to freely use (e.g. store, load, execute, display, operate, process, read, copy, reproduce, translate, etc.) all such Deliverables/Results and such software to which Swedavia shall not acquire title and ownership as set forth in Section 17.1 above (including any and all intellectual property rights therein or pertaining thereto) in its business by an unlimited number of users. Except as may be provided otherwise in the Agreement, it is agreed that Swedavia's licence and right of use set forth in this Section 17.2 may not be transferred or sublicensed to any third party without the prior written consent of the Supplier.

- 17.3 Swedavia shall receive the right – itself and/or using external to maintain, customize, correct, bug-fix, or otherwise adjust or modify any such Deliverables/Results and such software to which Swedavia receives a licence and right of use to according to clause 17.2 above. Swedavia rights under this clause 17.3 is conditioned upon that (i) access to the source code can be obtained from the Supplier, or (ii) access to the source code is not required.

- 17.4 The Supplier warrants that no part of the Supplier's (or any subcontractor's) performance under the Agreement, including any method, process, technique, know-how etc. used for such performance, nor any Deliverables/Results (including any intellectual property rights therein or pertaining thereto) shall constitute – whether by possession, use, licensing, assignment, transfer or any other disposal – any infringement of any third party right(s).

- 17.5 In the event of any potential, actual or alleged infringement of any third party right or interest in any way attributable, in whole or in part, to the Supplier, or anyone for which the Supplier is responsible, under or in connection with the Agreement, including without limitation any method, process, technique or know-how used for such performance, as well as any Deliverables/Results under or in connection with the Agreement:

- (a) the Supplier shall be liable for and agrees to indemnify Swedavia and its officers, directors, agents, representatives and employees from any Loss arising from or incurred by reason of such infringement.
- (b) the Supplier undertakes at its own cost and expense to either (i) secure for Swedavia's account the right to continue using the Deliverable(s)/Result(s) in question (or where applicable the method(s) used for achieving the Deliverables/Results) without

adversely affecting in any way the purpose, scope or application of the Agreement; or (ii) replace such Deliverable(s)/Result(s) or method(s) by an equivalent solution not potentially or actually constituting an infringement, provided that such equivalent solution shall be to the satisfaction of och för Swedavia and shall, as a minimum, be in compliance with the Agreement.

- 17.6 In the event Swedavia wishes to seek indemnification with regard to any third party claim, demand or action of any kind ("Claim") for which the Supplier is liable under the Agreement, the following shall apply:

(i) Swedavia shall notify the Supplier of the Claim without undue delay (provided, however, that in the event Swedavia should fail to notify the Supplier of a Claim in due time, then the Supplier shall be relieved from its obligation to indemnify only to the extent such failure materially impairs the Supplier's defence or results in substantially increased /costs/losses for the Supplier).

(ii) Swedavia undertakes not to enter into a settlement or other resolution of the Claim that imposes liability on the Supplier without the Supplier's consent, such consent not to be unreasonably withheld or delayed.

(iii) where it is agreed that the Supplier shall handle the Claim, the Supplier shall do so with counsel reasonably acceptable to Swedavia and Swedavia shall, at the Supplier's expense, provide reasonable cooperation to the Supplier in defending or settling the Claim. Any such defence, settlement or other disposition of the Supplier shall be subject to Swedavia's prior written approval, such approval not to be unreasonably withheld or delayed. Swedavia shall be entitled, at any time, to take over the handling of the Claim, in whole or in part, from the Supplier.

- 17.7 This Section 17 shall apply notwithstanding any limitation of liability set forth in Section 10 above or any Warranty Period as defined in Section 8 above.

- 17.8 Any material, specifications and other documentation, information and know-how (including any confidential information referenced in Section 16 above) provided or produced by Swedavia or any third party under or in connection with the Agreement, as applicable, shall remain the exclusive property of Swedavia or such third party, as the case may be, and nothing herein shall be deemed as granting to the Supplier any express or implied licence, rights or interests therein or relating thereto.

- 17.9 *Source code escrow agreement.* At the request of Swedavia the Parties shall enter into a source code escrow agreement (the "Escrow Agreement") pursuant to the terms of the Stockholm Chamber of Commerce ("Chamber of Commerce") template agreement for source code escrow ("Template Agreement"). The Escrow Agreement shall include an obligation for the Supplier to continually deposit the latest version of the source code for the Deliverables/Results. Notwithstanding the foregoing, the Supplier shall only be liable to deposit the source code owned by a third party in the event that consent to such deposition can be obtained from the third party. The Supplier shall take all reasonable measures to obtain such consent from the third party. The Parties agree that the Escrow Agreement, in addition to the situations described in the Template Agreement, also shall include instructions on disclosure of source code in the event that Swedavia exercises its right to terminate the Agreement. With the exception of charges to be paid to the Chamber of Commerce, which is to be borne by Swedavia, each Party shall bear its own costs associated with the escrow.

**18. ASSIGNMENT OF CONTRACTS AND SUBSIDIARIES**

- 18.1 The Supplier is not entitled to assign the Agreement to another entity without Swedavia's written consent.

- 18.2 The parties agree that a subsidiary of Swedavia shall, after written agreement, be entitled to apply the Agreement on its own behalf and claim the rights ensuing from the Agreement with corresponding terms and conditions.

**19. ENVIRONMENT AND CODE OF CONDUCT**

19.1 It is of the utmost importance for Swedavia that all suppliers work with environmental issues. The Supplier shall demonstrate a high level of environmental awareness and shall contribute and work for compliance with Swedavia's environmental policy from time to time, see <http://www.swedavia.se>.

19.2 The Supplier shall comply with the requirements made in Swedish and, as appropriate, domestic environmental legislation.

19.3 The Supplier and any subcontractors shall have a well documented environmental policy implemented in the part of the Supplier's organization responsible for the delivery undertaking, a high level of environmental awareness and responsibility to ensure compliance with current rules, and shall actively work with the development of measures to improve the environment.

19.4 The Supplier undertakes to report immediately any accidents and other occurrences that entail or may entail a risk to human health, a risk of increased emissions or discharges to the atmosphere, surface water, groundwater or land, or increased production of waste or increased consumption of raw materials and natural resources.

19.5 The Supplier shall take cognisance of Swedavia's Code of Conduct and comply with all conditions placed on Swedavia's suppliers.

## **20. AUDIT**

20.1 For the purposes of ascertaining the due fulfillment by the Supplier of its obligations under the Agreement, Swedavia or a third party on Swedavia's behalf shall be entitled to audit (on-site and/or remote) the Supplier's (and where applicable any subcontractor's) business and to review all relevant information, documentation and other material. Such audit may for example include the Supplier's environmental management, quality management, risk-, safety-, OSH-, CSR-work and / or concern economic / technical follow-up. The Supplier shall, for the due performance of any such audit, actively contribute to the audit and shall ensure that Swedavia will be provided all requested or otherwise relevant information, documentation etc., as well as access to the Supplier's (and the subcontractor's) premises. Each audit shall take place without undue delay following Swedavia's request. Swedavia's audit may not unduly disrupt the Supplier's (or the subcontractor's) operations. Swedavia's auditor shall, upon request, comply with reasonable confidentiality and security requirements of the Supplier (and/or the subcontractor).

20.2 For the control of the Supplier's obligations with regard to social insurances and taxes, Swedavia reserves the right to obtain SKV 4820 from the Swedish Tax Authority at any time during the contract period.

## **21. EXTERNAL INFORMATION**

21.1 The Supplier is not entitled, without Swedavia's prior written approval, to state in marketing or other information that the Supplier performs or has performed services for Swedavia. However, the Supplier may state in future tenders that the Supplier performs or has performed services for Swedavia

## **22. HANDOVER IN THE EVENT OF CHANGE OF SUPPLIER**

22.1 When the Agreement for this assignment terminates, the Supplier shall immediately be prepared to return free of charge to Swedavia keys, passes and badges as well as requisite documents and documentation. Alternatively, at Swedavia's request, to hand over part of the whole of the requisite documents and documentation to a new supplier.

## **23. NOTICES**

23.1 Any written notice, approval etc. under the Agreement (collectively "Notice") shall be deemed to sufficiently and duly given by a party if (i) delivered personally or by courier; (ii) sent by certified or registered letter; or (iii) by fax or e-mail, to the relevant contact person(s) and at the address(es), as specified by the other party from time to time. Each party may, at any time, change its contact

person(s), address(es) or other contact details by written notice to the other party.

A Notice shall be deemed received by the other party:

(a) if delivered personally or by courier, on the date of delivery, unless delivered after the close of business in which case such Notice will be deemed received on the next ensuing business day;

(b) if transmitted by fax or e-mail, immediately after the transmission is confirmed, unless the transmission is confirmed after the close of business in which case such Notice will be deemed received on the next ensuing business day, or

(c) if sent by certified or registered post on the third (3) business day after it was made available for collection by the receiving party.

## **24. AMENDMENTS**

24.1 No amendments, changes, revisions or discharges of the Agreement shall have any effect unless set forth in writing and duly signed by the authorised representatives of Swedavia and the Supplier.

## **25. DISPUTES**

25.1 Disputes concerning the application of interpretation of this Agreement and legal matters pertaining thereto shall be heard in a Swedish court.

25.2 Without prejudice to any termination rights provided under Section 11.1 above, the Supplier shall not be entitled to suspend any part of its obligations under the Agreement by reason or with reference to any dispute with Swedavia under the Agreement.

## **26. GOVERNING LAW**

26.1 Swedavia's and the Supplier's rights and obligations under the Agreement shall be governed by and construed in their entirety by Swedish law.