

GENERAL TERMS AND CONDITIONS FOR EXDER 2006-04-01

Please note that this is only a translation of the Swedish General Terms and Conditions for Exder and if there would be a conflict between the Swedish version and this translated version, the Swedish version shall prevail.

1. Definitions

- 1.1 User.** A natural person appointed by the Customer, who has been given the authority to have access to Customer Data.
- 1.2 Agreement.** The agreement entered into between Expert Systems and the Customer regarding the Customer's right to use the Service, which agreement includes these General Terms and Conditions and any other written appendices, amendments and addendums that may be agreed upon between the parties.
- 1.3 Expert Systems.** Expert Systems Development Svenska AB, registration number 556242-9463, having its registered office in Stockholm, Sweden.
- 1.4 Confidential Information.** All information, whether technical, commercial or other, written or oral, except for information which was generally known or which becomes a matter of general knowledge otherwise than through a breach of this Agreement.
- 1.5 Customer Data.** Information or data stored [in] the Service on behalf of the Customer.
- 1.6 Customer.** The legal entity specified as customer in the Agreement.
- 1.7 Normal Business Hours.** Week days between 8 am and 12 am and between 1 pm and 5 pm Swedish time, except for week days before holidays, when Normal Business Hours is between 8 am and 12 am Swedish time.
- 1.8 Specification.** From time to time applicable description on Expert Systems' homepage www.expertsystems.se regarding the relevant Service as well as additional written agreements between the parties with respect to adjustments of the Service, if any.
- 1.9 Service.** The service ordered by the Customer in the order form, which service includes Expert Systems' Internet service Exder.

2. Agreement

- 2.1** This Agreement is entered into through the Customer's order of the Service in the order form on Expert Systems' home page www.expertsystems.se and Expert Systems' confirmation of the order pursuant to Section 16.
- 2.2** This Agreement constitutes the entire agreement with respect to Expert Systems' provision of the Service and the Customer's use of the Service and supersedes all other agreements between the parties with respect to the Service. The different agreement documents shall prevail between themselves according to the following order:
1. Order Form
 2. General Terms and Conditions for Exder
 3. Specification
 4. Price list
 5. Other written agreements between the parties, whereas later agreements shall supersede earlier agreements.

3. License

The Customer is, through this Agreement, given the right to use the Service in accordance with the provisions of the Agreement. The Service may only be used for the purposes stated in the Specification.

4. Connection of the Service

- 4.1** Expert Systems shall provide the Customer by e-mail with password and login information with respect to the Service. Password and login information will normally be sent to the Customer within five (5) business days from the entering into of this Agreement. When the information has been sent to the Customer the Service will be considered to have been connected.

5. User etc

- 5.1** The Customer shall appoint one or more Users and specify them in the Agreement. Only Users are entitled to have access to Customer Data.
- 5.2** If the Customer appoints a new User or additional User(s) the Customer shall notify Expert Systems in writing of such User(s).
- 5.3** The Customer will be provided with login information, such as user name and password, for each User. Such information is personal for each User and may not be disclosed to or used by any one except the User. No one but the natural person specified by the Customer as a User has the right to use the login information. The Customer undertakes to ensure that each User handles the login information in a safe manner. If the Customer suspects that user name or password has come to the knowledge of any one but the User, the Customer is obliged to immediately contact Expert Systems and procure that the pass word is changed.
- 5.4** The Customer is responsible for each User being informed of and complying with the provisions of this Agreement.

6. Maintenance and Limited Access etc

- 6.1** The Customer is aware of and approves that Expert Systems from time to time may update the Service. Such updates may, however, only be made to the extent the Service, after such update, has equivalent or similar functionality as before the update.
- 6.2** Expert Systems also has the right to take other measures than those in Section 6.1, that affect the Service, if they are required due to technical, maintenance, safety or operational reasons. Such measures shall be performed speedily and all interruptions shall be kept down.
- 6.3** If the use of the Service in whole or in part results in damage or risk of damage for Expert Systems or its customers or partners Expert Systems is entitled to limit the access to the Service. In connection to this, Expert Systems is only allowed to take appropriate and adequate measures.

- 6.4** The Customer may not seek unauthorised access to computers or other systems containing information, not intended for the Customer. Should the Customer get access to such information, the information may not be forwarded to any one or used in any way. The Customer is responsible to ensure that the Service is not accessible in any way for any unauthorised person and that no unauthorised person in any way uses the information related to the Service.
- 7. Adjustment of Message Format**
The Customer is aware of and approves that Expert Systems may modify the invoices and other messages sent through the Service, such as adjust the format or delete or add information.
- 8. Support**
- 8.1** Expert Systems provides support by telephone, e-mail, regular mail or facsimile in order to answer questions regarding the handling of the Service, trade processes, trade flows, tracing messages, certain fault-tracing and rectification of defects which Expert Systems' is not responsible for pursuant to the Agreement. Support is provided in Swedish and English.
- 8.2** Support is provided in the support levels Standard, Plus or Premium in accordance with the support level specified by the Customer. Support is provided during Normal Business Hours, except for Customers having support level Premium, to which emergency support is provided twenty four hours a day.
- 8.3** Support matters are given priority according to support level. Support level Premium is given priority before support level Plus, which is given priority before support level Standard.
- 8.4** Support matters with respect to support level Premium will be started within 1 hour. Support matters with respect to support level Plus will be started within 3 hours during Normal Business Hours. Support matters with respect to support level Standard will be started within reasonable time during Normal Business Hours.
- 8.5** Support matters are given priority with regard to support level, time of notice of the support matter and workload.
- 8.6** Support will be charged as [current account] in accordance with Expert Systems' from time to time applicable price list, if not agreed otherwise. Support fees will be invoiced on a monthly basis in arrear.
- 9. Defects**
- 9.1** Expert Systems is responsible to ensure that the Service can be used in accordance with the Specification. Any discrepancy in the Service from the Specification is defined as a "defect". Defects in the Service shall be reported to Expert Systems according to Expert Systems' from time to time applicable instructions with respect to defect reports. Only Users may report defects.
- 9.2** Rectification of defects shall be started within reasonable time from Expert Systems' receipt of the Customer's defect report and shall be performed during Normal Business Hours.
- 9.3** During the time from Expert Systems' receipt of the defect report until the defect has been rectified the Customer is entitled to be credited fixed fees relating to this period in proportion to the defect and upon written request. The request must be received by Expert Systems within one (1) month from the day the defect was rectified. The Customer is not entitled to any other compensation due to defects in the Service.
- 9.4** If the Service is still defected one (1) month after the defect report was received by Expert Systems, the Customer is entitled to terminate the Agreement, in writing, with immediate effect. In the event of such termination, the Customer is not entitled to any reimbursement of any payments relating to the period before Expert Systems' receipt of the defect report.
- 9.5** Expert Systems' liability to rectify defects pursuant to this Section 9 does not include:
- (i) defect of no importance for the intended use of the Service and which is only of insignificant inconvenience for the Customer,
 - (ii) defect due to the Customer's negligence, act, omission, breach of Agreement or fault or due to force majeure,
 - (iii) defect caused by the Customer's or User's equipment or accessories, and
 - (iv) defect caused by the Customer's or User's interference with or handling of the Service in contradiction to the Agreement or the instructions provided from time to time, for the use of the Service.
- 10. Accessibility**
- 10.1** Expert Systems warrants that the Service is accessible at least ninety eight (98) per cent during [opening hours of] the Service per calendar month. Limited access to the Service due to circumstances in Section 6, defects which Expert Systems is not liable for pursuant to Section 9.5 or circumstances beyond Expert Systems' reasonable control, such as interruptions or delay in external network and power failure, shall not result in the Service being considered not accessible when calculating the Service's accessibility according to this Section.
- 10.2** If the Service does not fulfil the guaranteed accessibility during a continuous period of one (1) calendar month, the Customer is entitled to be credited fixed fees relating to this period, upon written request. Such request must be received by Expert Systems within one (1) month from the last day of the month when the Service did not fulfil the accessibility guarantee. The Customer is not entitled to any other compensation.
- 10.3** The Customer is entitled to terminate the Agreement, in writing, with immediate effect, if the accessibility of the Service has been lower than ninety five (95) per cent during a continuous period of two (2) months.

11. Fees and Payment

- 11.1 The Customer is obliged to pay the fees according to the Agreement.
- 11.2 Fixed fees will be invoiced yearly in advance. Other fees will be charged in arrear if not otherwise agreed between the parties. Expert Systems is entitled to charge fixed fees for the Service from the day the Service has been connected pursuant to Section 4.
- 11.3 Payment of the fees shall be made in accordance with the invoice. Payment shall be made no later than ten (10) days after invoice date. If the Customer does not pay the fees on the due date Expert Systems is entitled to charge interest on overdue payments in accordance with the Swedish Interest Act.
- 11.4 If the Customer does not pay fees in due time and is in delay by more than thirty (30) days Expert Systems is entitled to suspend the provision of the Service until all due fees have been paid by the Customer. If the Customer is in delay by more than ninety (90) days Expert Systems is entitled to erase Customer Data.
- 11.5 All fees and other sums are stated exclusive of VAT and other taxes and charges to be paid by the Customer.

12. Adjustment of Fees

- 12.1 During the term of this Agreement Expert Systems is entitled to adjust the fees for the Service upon one (1) month's written notice to the Customer.
- 12.2 Irrespective of Section 12.1 and during the term of this Agreement Expert Systems is always entitled to adjust the fees for the Service with a shorter notice period than stated in Section 12.1 if Expert Systems' costs related to the Service is increased due to changed taxes, fares, currency fluctuations, governmental acts or omissions, new or amended laws or regulations, changed fees charged by network providers or other circumstances beyond Expert Systems' control provided that the adjustment of the fee corresponds to the cost increase.
- 12.3 If the Customer does not accept the adjusted fee pursuant to this Section 12, the Customer is entitled to terminate the Agreement effective on the date the adjustment takes effect, provided that termination of the agreement has been made before such date.

13. Consultancy Services

According to a separate agreement Expert Systems may offer consultancy services relating to the Service. Consultancy services are charged as [current account] in accordance with Expert Systems' from time to time applicable price list.

14. Limitation of Liability

- 14.1 In no event shall Expert Systems be liable for any indirect or consequential damages suffered by the Customer due to Expert Systems' negligence. Expert Systems' liability is also limited pursuant to Sections 14.2-14.5. Expert Systems' liability for defects in the Service and breach of the accessibility

guarantee is limited in accordance Sections 9 and 10.

- 14.2 In no event, unless the damages have been caused by Expert Systems' wilful misconduct or gross negligence, shall Expert Systems' liability to pay damages under this Agreement exceed the total amount of fees paid by the Customer to Expert Systems pursuant to the Agreement nor shall it in any event exceed an amount corresponding to the maximum of three (3) times the applicable basic amount for Swedish social security purposes pursuant to the National Insurance Act (1962:381).
- 14.3 In no event is Expert Systems liable for damages suffered by the Customer, directly or indirectly caused by:
 - (i) the Service not being accessible due to circumstances stated in Section 6,
 - (ii) the connection or network between the Customer, User or other person or entity and the Service not functioning as intended or other similar circumstances,
 - (iii) Customer Data or electronic messages, such as EDI-messages being delayed, misrepresented, falsified or lost,
 - (iv) that more than one person use the Service as one single User.
- 14.4 Expert Systems does not warrant or represent, and is not liable for:
 - (i) the Service being compatible with the Customer's or the Customer's supplier's equipment or accessories, including, but not limited to computers, other software, printers, modems, routers, firewalls and/or Internet operators or combinations hereof,
 - (ii) the Service fulfilling the Customer's requirements or expectations not stated in the Specification,
 - (iii) updates, modifications, changes, copies or the like with respect to the Service made by the Customer in contradiction to this Agreement, or
 - (iv) such modifications or the like relating to the Service or copies of the Service made by the Customer on the basis of compulsory law.
- 14.5 The Customer loses its right to damages or any other compensation pursuant to this Agreement if the Customer has not notified Expert Systems of the claim in writing within three (3) months from termination of the Agreement.

15. Force Majeure

Expert Systems shall not be responsible or liable in any way for failure or delay in carrying out an obligation of this Agreement resulting from any cause or circumstance beyond Expert Systems' reasonable control. Following cessation of the cause or circumstance of such failure or delay the obligation shall be performed in accordance with the Agreement. As an event of force majeure pursuant to this Section shall be considered natural disasters, war, act of war, terrorist attack, terror threat, governmental acts or omissions, new or amended laws, labour conflicts, communication supplier's insufficient capacity or other similar circumstances as well as defects or delays with respect to services provided by third parties due to circumstances

pursuant to this Section. Irrespective of the above stated, the Customer may terminate the Agreement with immediate effect if the carrying out of an obligation of the Agreement is delayed more than six (6) months due to force majeure.

16. Term

The right to use the Service is ordered by the Customer by filling out the order form on Expert Systems' home page www.expertsystems.se, and thereafter sending the order form to Expert Systems either as an electronic mail or by regular mail or facsimile sending a completed and signed form to the address stated from time to time on the home page. In order to register the order, the Customer must confirm that the Customer has read and accepted the Agreement. The Agreement enters into force on the date Expert Systems has accepted the Customer's order by sending to the Customer a confirmation by e-mail and shall remain in force for one (1) year thereafter. If the Agreement is not terminated by either party, in writing, no later than three (3) months before the end of the term, the term of the Agreement is automatically prolonged with one (1) year at a time. If the Agreement is prolonged, the terms and conditions in force at the time for prolongation shall be applicable between the parties for the new term. Please note that notice of termination of the Agreement always shall be in writing.

17. Early Termination

17.1 Each party has the right to terminate the Agreement with immediate effect if:

- (i) the other party commits or permits a breach or non-performance of the Agreement of essential importance to the aggrieved party and, if capable of remedy, fails to remedy such breach within thirty (30) days after receipt of written notice thereof, or
- (ii) the other party part becomes insolvent, makes an assignment for the benefit of its creditors, ceases to do business or an execution is levied on any goods of the party.

17.2 In addition to its rights pursuant to Section 17.1 Expert Systems is entitled to terminate the Agreement with immediate effect if the Customer does not pay its fees in accordance with the Agreement and payment is delayed more than thirty (30) days.

18. Consequences of Termination

Upon termination of the Agreement Expert Systems is entitled to permanently erase all existing Customer Data and the Customer has no right to use the Service in any way.

19. Storing of Customer Data

19.1 Expert Systems stores all Customer Data during the term of the Agreement, however, in no event longer than ten (10) years. Upon termination of the Agreement Expert Systems is entitled to permanently erase all existing Customer Data.

19.2 Backup copies of Customer Data are normally made by Expert Systems once every twenty-four hours.

20. Confidential Information etc

Neither party shall disclose Confidential Information to any third party that the party has received from the other party or use Confidential Information for other purposes than set forth in this Agreement. This obligation applies during the term of the Agreement and thereafter. The confidentiality obligation does, however, not apply with respect to information that a party is obliged to disclose because of law, regulations or acts of governmental authority. Each party shall ensure that its employees, consultants, suppliers and others to whom Confidential Information may be disclosed are bound by the same confidentiality obligation as the party according to this Agreement.

21. Personal Data

21.1 The Customer shall ensure that each User and any other person having a right to use the Service consents to and understands that personal data furnished to Expert Systems or such data otherwise received by Expert Systems in relation to the Agreement will be registered and processed by Expert Systems in accordance with this Section 21. Expert Systems processes personal data in order to fulfil the obligations of this Agreement, for the purpose of marketing by Expert Systems or its partners and for marketing researches and statistical purposes. Expert Systems may also disclose personal data to partners for these purposes. A consent may be withdrawn at any time by the person whose personal data is being processed (Expert Systems has, however, the legal right to process certain data independent of consent) and such person may in writing oppose to direct marketing. A person, whose personal data is being processed, may upon written request once a year be provided information on whether his or her personal data is being processed as well as which data is being processed, where this data has been collected, the purposes of the processing and to which recipients or categories of recipients the data is disclosed. The person whose data is being processed is entitled to request that Expert Systems without delay corrects or erases incorrect or incomplete personal data.

21.2 The Customer is responsible for ensuring that personal data regarding the Customer, User(s) and others given to Expert Systems are correct and complete.

22. GS1's [Validation] for Electronic Merchandise Certificate

Customers that order Exder EPC accept that Expert Systems on behalf of the Customer registers the Customer in GS1's [validation service] when applicable and the Customer thereby undertakes to comply with GS1's terms and conditions for [validation service]. Please find applicable fees and additional terms and conditions on www.gs1.se/vcd.

23. Intellectual Property Rights etc

- 23.1** Any and all intellectual property rights (such as trademarks and copyrights) relating to the Service belong to Expert Systems or its suppliers.
- 23.2** Other than what is explicitly stated in the Agreement, the Agreement does not entail or imply any transfer or license of or any other right to any of Expert Systems' intellectual property or other proprietary rights.
- 23.3** Any and all intellectual property rights relating to modifications, changes, updates, developments or the like relating to the Service are Expert Systems' property. Such modifications, changes, updates etc are, however, included in the license pursuant to this Agreement (and the terms and conditions of the Agreement are thus fully applicable also with respect to such changes, updates etc) in the course of their being made available to the Customer by Expert Systems.
- 23.4** The Customer may not use the Service, in whole or in part, in any other manner than explicitly set forth in this Agreement. Except for what is explicitly set forth in this Agreement or by mandatory law the Customer is not allowed to, or permit any third party to use, copy, modify, change or in any other way transfer or use the Service in whole or in part (such as source code belonging to Expert Systems).
- 23.5** Notice of patent, copyright or trademark on software or media relating to the Service may not be removed, erased or changed by the Customer.

24. Amendments of the Agreement etc

- 24.1** During the term of the Agreement and in addition to adjustment of the fees according to Section 12, Expert Systems is entitled to amend the terms and conditions of the Agreement with respect to the Service upon three (3) months written notice to the Customer.
- 24.2** If the Customer uses the Service, the Customer shall be considered to having accepted the terms and conditions of the Service in accordance with the Agreement.
- 24.3** Irrespective of what is set forth in Section 24.1, during the term of the Agreement and without prior notice, Expert Systems is always entitled to make such amendments to the Agreement or the Service, that reasonably do not result in any inconvenience for the Customer or amendments due to circumstances not pertaining to Expert Systems and of which Expert Systems does not dispose, such as amendment of laws or regulations or circumstances beyond Expert Systems' control.

- 24.4** If the Customer does not accept the amendment of the Agreement pursuant to this Section 24, the Customer is entitled to terminate the Agreement with effect from the date the amendment is entering into force, provided that the notice of termination is made before such date.
- 24.5** If the Customer does not terminate the Agreement according to this Section 24 the Customer shall be bound by the new terms and conditions and/or changes in the Service.
- 24.6** If the Customer, despite having terminated the Agreement, uses the Service three (3) months after termination the Customer shall be bound by the amendments.

25. Assignment etc

- 25.1** Expert Systems may assign its rights and/or obligations under this Agreement, in whole or in part, to any third party. Consequently, Expert Systems may assign its right to receive payment according to the Agreement.
- 25.2** The Customer may not assign its rights and/or obligations under this Agreement, in whole or in part, to any third party. Consequently the Customer may not transfer or license, lease, lend or in any other way, directly or indirectly, for or without consideration, use or otherwise dispose of the Service or part of it in any other manner than explicitly set forth in this Agreement.
- 25.3** Expert Systems is entitled to engage a sub-contractor for the performance of its rights and/or obligations pursuant to the Agreement. Expert Systems is responsible towards the Customer for the fulfilment by such sub-contractor of its obligations of the Agreement.

26. Governing Law and Dispute

- 26.1** This Agreement shall be governed by and construed in accordance with Swedish law.
- 26.2** 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 arbitration in accordance with the Swedish Arbitration Act (1999:116), as amended. The place for arbitration shall be Stockholm, Sweden. With respect to payments of due amounts or disputes regarding amounts lower than SEK 250,000, either party may always bring claims to Swedish courts, where the Stockholm City Court shall be first instance.