

SYMETRI – TERMS AND CONDITIONS FOR CONSULTING SERVICES

1. General

- 1.1 These terms and conditions for consulting services (the “**Consulting Terms**”) are applicable for all consulting services (the “**Consulting Services**”) carried out by consultants and employees on behalf of Symetri for the Customer.
- 1.2 These Consulting Terms shall constitute an integrated part of the Agreement between the Parties. Thus, any indemnifications and warranties in these Consulting Terms are subject to any limitation of liability in the GT&C’s.
- 1.3 In the event of any conflict between the documents relating to these Consulting Terms, these Consulting Terms shall prevail.

2. Consulting Services

- 2.1 Symetri shall perform the Consulting Services in a professional manner and in accordance with what the Parties have agreed in writing.
- 2.2 The Consulting Services are performed during office hours local time on regular business days in the country of the applicable Symetri company. For any Consulting Services which are performed outside office hours Symetri is entitled to compensation for overtime.
- 2.3 Symetri may engage subcontractors for the performance of the agreed Consulting Services, provided that Symetri is responsible for the results of such subcontractor’s work, as had Symetri itself acted or omitted to act.

3. Liability for Faults

- 3.1 Symetri shall only be liable for faults relating to the Consulting Services caused by Symetri’s negligence. In order to be valid, claims for faults shall be made within one (1) month after the circumstance giving rise to the claim became or should have become known to the Customer. Such claims may, under no circumstances, be made later than three (3) months from the date of delivery of the Consulting Services to which the claim relates. If the Customer has made a valid claim for faults relating to the Consulting Services Symetri shall, without undue delay and by mutual agreement between the Parties, either correct the fault or give the Customer a reasonable price reduction.

- 3.2 The Customer shall be responsible for thoroughly testing and validating any results from Consultancy Services prior to use. Symetri shall not be held liable for any loss or damage resulting from the Customer’s failure to perform such checks and/or tests.
- 3.3 Symetri shall not be held liable for any system performance decrease due to changes in the Customer’s hardware or software environment or server configurations not accepted by Symetri or any other defects that are wholly or partly caused by the Customer, the Customer’s third party IT provider or its personnel.
- 3.4 The remedies set forth above shall be the Customer’s sole and exclusive remedies under these Consulting Terms in case of a claim as referred to in Clause 3.1.

4. Fees, Expenses, Travel Costs and Overtime

Unless otherwise is agreed between the Parties in writing, Consulting Services performed by Symetri to the Customer under the Agreement shall be paid for on a time and materials basis in accordance with Symetri’s at the time of execution of the Consulting Services applicable standard prices. In addition, any compensation for Symetri’s expenses, travel costs or overtime fees will apply.

5. Approval of Delivery

- 5.1 The Customer shall, by written notice to Symetri, verify that the result of the Consulting Services fulfils what the Parties have agreed in writing during an acceptance inspection period of seven (7) working days, or any other period the Parties have agreed in writing, prior to the date of delivery of the result of the Consulting Services to which the verification relates.
- 5.2 The result of the Consulting Services fulfils what the Parties have agreed in writing if the acceptance period terminates without any legitimate complaints being notified by the Customer to Symetri in writing, or if the Customer, following the termination of the acceptance inspection period, uses the results of the Consulting Services without Symetri’s written consent.

6. Delay in Delivery

- 6.1 Where Symetri is in delay of the delivery of the Consulting Services due to circumstances for which the Customer is responsible, or due to circumstances beyond Symetri’s reasonable control, Symetri shall be entitled to a reasonable extension in time.

6.2 If the Consulting Services have not been delivered to the Customer on any agreed date of delivery, and the delay is solely due to Symetri and in Symetri's reasonable control, Symetri shall pay liquidated damages if the Parties have explicitly agreed so in writing. When liquidated damages have been agreed such liquidated damages shall be the sole remedy available to the Customer in case of delay.

7. The Customer's Obligations

7.1 The Customer shall:

- (a) give Symetri access to all premises, equipment, systems, etc. required to enable Symetri to perform the Consulting Services;
- (b) provide Symetri with correct and required information reasonably required for the Symetri's performance of the Consulting Services;
- (c) upon Symetri's request, provide Symetri with access to its hardware and software via a remote-controlled data transmission;
- (d) upon Symetri's request, provide Symetri with a primary contact person. The primary contact person shall be authorized to represent the Customer towards Symetri in all respects with regards to the Consulting Services. The primary contact person shall also endeavor to achieve efficient co-operation between the Customer and Symetri's customer support staff; and
- (e) in any other way(s) assist Symetri in fulfilling its obligations pursuant to the Agreement, including but not limited to, by placing staff, working space, software and hardware at Symetri's disposal, as well as by co-operating with Symetri.

8. Intellectual Property Rights

- 8.1 Each Party shall retain the complete ownership of all intellectual property rights which exist at the signing of the Agreement or which have been created outside the Agreement.
- 8.2 Symetri shall be the exclusive owner of any and all results, including any thereby associated knowhow and intellectual property rights including software and source code, created by Symetri in the course of performing the Consulting Services, including, but not limited to, any development or improvements specifically performed on behalf of the Customer (the "Results"). Subject to the Customer's timely payment of fees and other remunerations in accordance with the Agreement, Symetri hereby grants to the Customer a non-exclusive, perpetual and non-transferable

license to use the Results for the intended purpose, for its internal use only.

- 8.3 Symetri undertakes, at its own cost, to defend the Customer where claims are made or actions are brought against the Customer for infringement as a consequence of the Results, provided that the Customer gives Symetri immediate written notice of the existence of the claim or action, and reasonably co-operates with Symetri, at Symetri's cost and expense, in defending or settling the suit, action or proceeding in question. Symetri shall compensate the Customer for any direct loss or damage arising as a result of the infringement.
- 8.4 The Customer shall take all reasonable steps to prevent the Results from being infringed and shall immediately inform Symetri in the event the Customer detects, or suspects, any infringement of the Results.
- 8.5 The Customer is responsible for that the use of any instructions, documents, software, data, specifications or other material or information prepared or provided by the Customer to Symetri ("Customer Material") does not constitute unlawful infringement of any third party's intellectual property rights or other rights. The Customer undertakes to fully indemnify Symetri in case any claims are made, or actions are brought, against Symetri for infringement as a consequence of Symetri's use of Customer Material.
- 8.6 What is set forth in Clause 8.3 above applies only if and to the extent (i) the relevant claim or action is not related to any Customer Material, and (ii) the Customer has not acted in breach of the Agreement.
- 8.7 For the avoidance of doubt, Symetri's undertaking to compensate the Customer of any costs under this Clause 8 is subject to the limitation of liability in the GT&C's. The remedies set forth above shall be the Customer's sole and exclusive remedies in case of a claim as referred to in Clause 8.

9. Security

- 9.1 Symetri undertakes to comply with the Customer's reasonable written security instructions as well as any instructions regarding the handling of personal data in relation to the delivery of the Consulting Services.
- 9.2 The Customer has the sole responsibility for backup copying of programs and other computer systems or data that may be affected by the Consulting Services.

10. Cancellation

- 10.1 If the Customer cancels the Consulting Services five (5) working days or less before the start of the Consulting Services the Customer will be charged with 60 % of the expected or payable price for the Consulting Services.

If the Parties have not agreed to a fixed fee, the amount of the expected price is decided in Symetri's sole discretion.

- 10.2 If the Customer cancels Consulting Services during an ongoing project but before the start of the performance of the relevant Consulting Services, Symetri is, in addition to what is set out in Clause 10.1 above, entitled to remuneration for its incurred costs relating to the project and the loss of reasonable profits on the part of the Consulting Services which will not be performed due to the cancellation.