



SAS GROUP GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 **"SAS"** means Scandinavian Airlines System Denmark-Norway-Sweden, a consortium existing under the laws of Denmark, Norway and Sweden and wholly owned and controlled by SAS AB (publ.) (the ultimate parent company of the SAS Group with corporate reg. no. 556606-8499), or such other company/business unit within the SAS Group being a party to the Agreement, as the case may be.
- 1.2 **"SAS Group"** means SAS AB and all companies/entities in which SAS AB, from time to time, directly or indirectly owns more than 50 percent of the issued share capital and/or votes. A schedule showing the SAS Group and its major group companies can be found at www.sasgroup.net.
- 1.3 **"Supplier"** means the company with which SAS has concluded the Agreement.
- 1.4 **"Agreement"** means (i) the agreement, including any appendices, between SAS and the Supplier to which these general terms are an appendix; and (ii) as applicable, each delivery/performance, sub-agreement etc. contemplated under or covered by the Agreement.
- 1.5 **"Delivery/performance"** 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.
- 1.6 **"Agreed specifications"** shall mean the specifications, requirements and conditions regarding quantity, quality etc which shall apply to the respective deliveries/performances agreed under the Agreement, as follows:
- (a) any agreed specifications regarding scope, quantity, volume, description, features, characteristics, quality, functionality, performance, security, packing and any other applicable specifications, requirements and conditions, as agreed between the parties;
 - (b) specifications, descriptions etc, applicable at the time of the delivery/performance in question, issued or used by the Supplier or on its behalf for marketing purposes with respect to the products and/or services in question; and
 - (c) generally applicable specifications and standards for equivalent deliveries/performances.
- In the event of any inconsistencies between (a), (b) and (c) above, they shall take precedence in the specified order.
- 1.7 **"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 goods, products, hardware, software, documentation, specifications, drawings, solutions, data, reports, files, media, material, service deliverables, work results, and any other assets, deliverables and results (including Documentation), as the case may be.
- 1.8 **"Documentation"** means all necessary and relevant technical documentation, user documentation and any other documentation related to each respective delivery/performance 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 and the Documentation shall be complete, correct and adapted to its purpose, and shall be delivered in a suitable format (paper copy and/or electronic/on-line) and in a language acceptable to SAS (English and/or such language otherwise used under the Agreement). For the avoidance of doubt, the Documentation shall be transferred to SAS with ownership or usage rights, as the case may be, in accordance with Section 17 below, and SAS shall e.g. be entitled to make an unlimited number of copies of the Documentation.
- 1.9 **"Defect"** means any defect or deficiency in material, production, workmanship, quality, design 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.
- 1.10 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 comple-

tion of any such delivery, installation or other event shall be subject to SAS' acceptance unless otherwise provided in the Agreement.

- 1.11 **"Loss"** means any cost, expense, claim, compensation, proceeding, charge, duty and any other loss, damage, liability or action of any nature, including, without limitation, reasonable attorney's fees and other litigation expenses, and also including death, personal injury, damage to property, and products liability (i.e. death, personal injury or damage to property caused by other property).

2. SCOPE OF APPLICATION

- 2.1 These general terms apply as a supplement to and shall form an integral part of the Agreement. The Agreement shall always take precedence over the provisions of these general terms. However, in the event the Agreement refers to or contains other conflicting general terms and conditions of similar nature or purpose as these general terms, the provisions of these general terms shall prevail unless otherwise expressly stipulated in the Agreement.

3. PURCHASE ORDERS; TERMS OF DELIVERY; CHANGE REQUESTS

- 3.1 Unless provided otherwise in the Agreement, SAS approved purchase orders shall be placed to call off orders under the Agreement. These purchase orders shall, in order to be binding to SAS, always have a unique purchase order number, include the name, department and contact details of the authorized person placing the order on behalf of SAS as well as the order delivery address at SAS. The Supplier undertakes to ensure that all orders placed by SAS under the Agreement shall be subject to the terms of the Agreement.
- 3.2 Ordering shall be made via e-mail in accordance with SAS' instructions, unless the parties agree otherwise in writing.
- 3.3 The Supplier shall acknowledge the purchase order within eight (8) hours, unless the parties agree otherwise in writing.
- 3.4 Where applicable and unless otherwise provided in the Agreement, any goods and products to be delivered by Supplier under the Agreement shall be delivered DDP (Incoterms 2010) at SAS' delivery address set forth in the order in question.
- 3.5 SAS is entitled to request changes with regard to any delivery/performance under the Agreement. Upon such request, the Supplier shall forthwith notify SAS in writing of any consequences of such changes with regard to e.g. time schedule, cost and other relevant conditions. If a fixed price has been agreed upon with regard to the original delivery/performance then any cost calculation regarding the requested change shall be made on the same basis; if payment is made on a current account basis neither hourly rates nor other price levels may be raised as a consequence of the requested change. The Supplier may not refuse any such request from SAS unless the Supplier can demonstrate justifiable cause. Unless provided otherwise in the Agreement, all agreed changes shall, in order to be binding, be documented in writing and duly signed by the parties.

4. PRICES AND REMUNERATION

- 4.1 Remuneration shall be paid to the Supplier as set forth in the Agreement. All prices and fees shall be stated exclusive of VAT, which shall be specified separately, and shall, unless provided otherwise in the Agreement, 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. The Supplier shall not be entitled to compensation for any disbursements without SAS' prior written approval in each instance.
- 4.3 Notwithstanding Sections 4.1 and 4.2 above, if the Supplier during the term of the Agreement should reduce the level of any prices or fees of relevance under the Agreement, then the Supplier shall offer such reduced prices/fees to SAS for the purposes of the Agreement.

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 SAS shall have no liability to make payment regarding a specific delivery/performance (or part thereof) under the Agreement, until SAS has accepted the delivery or performance thereof, as the case may be, as final and complete. However, to the extent the Supplier's remuneration is payable on a current account basis, the Supplier shall be entitled to invoice monthly in arrears.
- 5.2 For administrative purposes, items amounting to SEK 500 (or its equivalent in any other currency) or less may not be invoiced separately and invoices shall be sent to SAS on a monthly basis.
- 5.3 Invoicing shall be made by electronic means in accordance with SAS' instructions, unless the parties agree otherwise.
- 5.4 All invoices shall include purchase order number, line number, currency and amount as specified in the purchase order. Further, all invoices shall mirror purchase orders placed under the Agreement to allow a systematic match between invoices and purchase orders as per SAS instructions. Only invoices that mirror purchase orders placed under the Agreement will be processed for payment.
- 5.5 Each invoice from the Supplier shall be accompanied with relevant and detailed specifications, in accordance with SAS' directions, clearly identifying on an item-by-item basis the purpose and scope of the debiting. Where relevant the Supplier shall, upon SAS' request, report to SAS the internal time notes for the personnel involved.
- 5.6 SAS shall have no payment liability for invoices received more than 12 months after a product/service was delivered/performed.
- 5.7 **Terms of payment shall be no less than 45 days from receipt by SAS of a correct invoice.** Only invoices that are prepared in accordance with SAS' specifications will be processed for payment. In addition to the requirements expressly set out in the Agreement, applicable invoice specification requirements are set out at www.sasgroup.net. Where the Supplier has submitted to electronic invoicing SAS will not accept, and shall have no liability to pay, invoices in any other format.
- 5.8 For administrative purposes, the Supplier may not send any reminder notice earlier than 10 days after the applicable due date, provided that such restriction shall not affect the right for the Supplier to charge default interest in accordance with Section 5.7 below.
- 5.9 In the event of a dispute concerning an invoiced item, SAS 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 SAS shall pay the disputed amount and the Supplier shall be entitled to claim default interest thereon in accordance with Section 5.7 below.
- 5.10 In the event of delay in payment, the Supplier shall be entitled to claim default interest as of the first day after the applicable due date, at a rate corresponding to the then applicable STIBOR 30-days with a margin of 2% if payment shall be made in any Scandinavian currency; LIBOR 30-days with a margin of 2% with respect to payments in USD; and EURIBOR 30-days with a margin of 2% with respect to payments in EUR. However, the Supplier shall only be entitled to invoice claims for default interest in excess of SEK 500 (or its equivalent in any other currency) and no such claim may be invoiced earlier than 10 days after the applicable due date.
- 5.11 The Supplier shall not be entitled to impose any invoicing, administration, dispatching, delay, reminder or similar charges, except to the extent required by applicable mandatory law.
- 5.12 If SAS has agreed to make any payment before final and complete delivery/performance by the Supplier of any delivery/performance (or part thereof), each such payment shall be deemed, and the Supplier shall treat each such payment, as advance payment until such time SAS 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 SAS, as applicable, against any demands for remuneration or compensation of any kind unless agreed by SAS in each instance.

6. GENERAL WARRANTIES, ETC.

- 6.1 In addition to any representations, warranties, and other obligations specified in the Agreement, the Supplier always warrants and represents that:
- (a) it 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 contracts, licenses, permits, approvals and registrations (including but not limited to any applicable export or import licenses or authorizations) required to perform its obligations, and by virtue of entering into the

Agreement it is not and will not be in breach of any express or implied obligation to any third party;

- (b) it has the necessary 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) it shall perform its obligations in such a manner as SAS has reason to expect, with utmost diligence and in a professional and workmanlike manner in strict compliance with all applicable statutory provisions and regulations (including but not limited to any applicable export or import 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 use individuals of suitable training 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 SAS and shall, upon SAS' request, for each delivery/performance under the Agreement appoint a contact person with general responsibility for the delivery/performance in question.

- 6.3 Upon SAS' reasonable request, the Supplier undertakes to provide adequate security to SAS for the due fulfillment of its obligations under the Agreement, in the form of a bank guarantee or similar security reasonably acceptable to SAS.

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 SAS or by anyone for which SAS is responsible. The Supplier shall use all reasonable endeavours to mitigate and limit any Delay.
- 7.2 Unless provided otherwise in the Agreement, the Supplier shall be liable to pay liquidated damages to SAS for each Delay for which the Supplier is liable in the amount of 3% of the value of the delayed Deliverables/Results per commenced week of delay, however with a maximum of 30% 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.
- SAS' 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 SAS or by anyone for which SAS is responsible, subject to Section 9 below, 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 all reasonable endeavours 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. Unless otherwise specified in the Agreement, the Warranty Period for each delivery/performance under the Agreement shall apply until 24 months have passed as of the date the delivery/performance was accepted by SAS as final and complete.
- 8.2 The Supplier undertakes, at its own cost and expense and without causing SAS any 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 SAS from time to time. SAS shall have the right to make complaints and remedy requests regarding any Defect at any time during the Warranty Period, without observing any special complaint period.
- 8.3 If the Supplier does not, within a reasonable time following a complaint or remedy request from SAS, perform its obligations to SAS' satisfaction, then SAS shall be entitled to, either itself or by engaging one or more third parties, fulfil such obligations or acquire a replacement product/service at the cost and expense of the Supplier. SAS shall also be entitled to a reduction or refund of the price corresponding to the Defect, and/or to terminate the Agreement, in whole or in part, in accordance with Section 11 below. In case of repeated defects in a certain product, where it is likely that the defect concerns the whole batch, upon SAS' request, the whole batch shall be cancelled and refunded to SAS.

8.4 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 If the performance by a party of one or several of its obligations under the Agreement is prevented or delayed by events which are beyond the control of that party and which could not reasonably have been foreseeable nor could the consequences thereof reasonably be avoided or overcome (an event of "**Force Majeure**"), then such party shall be relieved from such performance and shall not be liable for any cost, loss or damage related thereto, for the time period during which such events (or the consequences thereof) continue. However, in order for a party to be relieved from any obligations due to Force Majeure as described in this Section 9.1, such party shall:

- (i) without undue delay provide the other party with a written notice of its inability to perform, which notice shall also include a description of the events constituting the Force Majeure;
- (ii) use all reasonable efforts to mitigate the effects of such Force Majeure events; and
- (iii) without undue delay deliver a notice to the other party when the Force Majeure condition no longer exists.

For the purposes of the Agreement Force Majeure shall only include general labour conflict, war, riot, sabotage, act of public enemy, earthquake or other similar earth movement, or government action that prevents performance outside the affected party's control. Moreover, for the avoidance of doubt, it is expressly agreed that where the performance by a party is prevented due to any circumstances caused as a result of such party's negligence or breach of any obligation under the Agreement, such circumstances shall never constitute an event of Force Majeure.

9.2 Unless provided otherwise in the Agreement, if a party continuously is delayed or prevented due to Force Majeure for a consecutive period of no less than three months, then the other party may terminate, in whole or in part, the Agreement in writing with immediate effect, in which case neither party shall be liable to the other by reason of such termination.

10. LIABILITY; INSURANCE

10.1 The Supplier shall be liable for and agrees to indemnify SAS and its officers, directors, agents, representatives and employees from any Loss arising from or incurred by reason of any breach of any representation, warranty or other obligation, or otherwise caused by the Supplier or by anyone for which the Supplier is responsible, in the performance or non-performance under or in connection with the Agreement.

10.2 Any compensation under this Section 10 shall be payable in full without deduction for any liquidated damages to be paid by the Supplier under Section 7 above or otherwise under the Agreement, as applicable.

10.3 The liability in damages of either party per contract year (i.e. each 12-month period as of the effective date of the Agreement) shall be limited to an amount corresponding to the aggregate remuneration payable to the Supplier under the Agreement attributable to the preceding contract year or SEK 5 million, whichever is higher. No party shall be liable to the other party for any loss of profit or other indirect loss arising out of or in connection with the Agreement.

10.4 However, no liability limitation shall apply (i) to the Supplier's liability under Section 17 below; (ii) in case of breach by a party of its obligations in Section 16 below; (iii) in case of gross negligence or willful misconduct on part of a party or anyone for which such party is responsible; or (iv) in case of death or personal injury resulting from the negligence or willful misconduct of a party or anyone for which such party is responsible.

10.5 The Supplier shall for its obligations under the Agreement obtain and maintain requisite liability insurance (where applicable as further specified in the Agreement) with sufficient liability limits. Moreover, where applicable the insurance shall also include coverage of property kept by the Supplier in which SAS holds an interest.

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

11. TERMINATION FOR CAUSE AND CONVENIENCE, ETC.

11.1 **Termination for cause.** The Agreement may be terminated, in part (e.g. with regard to a specific delivery/performance or part thereof) or in whole, with immediate effect and without liability to the other party of any kind:

- (a) 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 breach or default is incapable of remedy or which, if capable of remedy, is not remedied within 30 days of written notification thereof by the terminating party;
- (b) by either party if the other party suspends its payments or if it should enter into liquidation, be declared bankrupt or otherwise be deemed insolvent or enter into composition or company restructuring;
- (c) by SAS if one or several Delays for which the Supplier is liable have continued for an aggregated period of no less than ten weeks, or if the Supplier's performance under the Agreement, in SAS' reasonable opinion, is likely to be delayed by no less than ten weeks in the aggregate as a consequence of one or several Delays for which the Supplier is liable;
- (d) by SAS in the event of any Defect of material importance to SAS and such Defect is not remedied within five business days (or such other period as may be stipulated in the Agreement) of written notification thereof by SAS;
- (e) by SAS in the event of a material change in the ownership structure of the Supplier or the part of the Supplier's business being responsible for the performance under the Agreement;
- (f) by SAS if SAS' confidence in the Supplier is materially affected by reason of e.g. the Supplier (or anyone for which the Supplier is responsible) committing a criminal offence towards SAS or otherwise being engaged in or associated with criminal activities;
- (g) by SAS if the Supplier acts in a manner that may prejudice SAS' trademarks and/or SAS' goodwill; or
- (h) by SAS if the Supplier breaches such a separate data processing agreement entered into between the parties in accordance with Section 14 (if applicable).

Upon termination under this Section 11, the Supplier shall without delay duly report and, upon SAS' request, transfer to SAS – 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.

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, SAS 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 SAS shall be notified to the Supplier without undue delay.

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

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 and repay to SAS any advanced payments made by SAS, as applicable, relating to the terminated parts in question. As regards withholding or offset, the provisions of Section 5.9 above shall apply.
- (b) **Limited remuneration.** Any remuneration payable by SAS under this Section 11 (e.g. in connection with termination for convenience), as applicable, shall never exceed the remuneration that would have been payable by SAS for the terminated parts 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 SAS, 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 SAS 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 persons appointed under the Agreement, as applicable, by other personnel without SAS' prior written approval. Other personnel than appointed contact persons, key personnel or corresponding may be replaced without SAS' approval, provided that the replacement may not have any adverse consequences for the due performance of the Supplier's obligations under the Agreement.
- 12.2 The Supplier shall, upon SAS' reasonable request and without additional remuneration, replace individual personnel who SAS 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 subcontractors – nor shall any subcontractor be entitled, in turn, to engage or use any subcontractors – for the performance of any obligation under the Agreement, without SAS' prior written approval. The Supplier shall be fully responsible for any and all acts and omissions of any of its subcontractors (including any subcontractor's subcontractors), to the same extent as for its own business and personnel.

14. PROCESSING OF PERSONAL DATA

- 14.1 The terms 'personal data', 'processing', 'controller' and 'processor' used in this Section 14 shall have the meaning set forth in the General Data Protection Regulation (EU) 2016/679.
- 14.2 If the performance of the Agreement in any part involves processing by the Supplier of any personal data on behalf of SAS for which SAS or any other company/entity within the SAS Group is responsible, SAS/SAS Group shall be deemed the *controller* of the processing of such personal data and the Supplier shall be deemed the *processor* of such personal data. Any such processing of personal data shall be governed by a separate data processing agreement entered into between the parties.

15. AUDIT

- 15.1 For the purposes of ascertaining the due fulfillment by the Supplier of its obligations under the Agreement, SAS or a third party on SAS' 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. The Supplier shall, for the due performance of any such audit, actively contribute to the audit and shall ensure that SAS 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 SAS' request. SAS' audit may not unduly disrupt the Supplier's (or the subcontractor's) operations. SAS' auditor shall, upon request, comply with reasonable confidentiality and security requirements of the Supplier (and/or the subcontractor).

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 kept in strict confidence by the receiving party, in a duly secure manner exercising no lesser security measures and degree of care than those applied by it to protect its own confidential information.

The confidentiality and restricted use 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 any confidentiality obligation;
- (ii) has become known to it without any secrecy 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 authority, applicable stock exchange regulations or similar provisions, provided that the receiving party shall disclose such information only to the extent strictly legally required.

Upon the completion, termination or expiry, as the case may be, of the Agreement, the receiving party shall immediately on the request of the other party:

- (a) return to the other party (or destroy, if requested by the other party) all of the information of the other party being subject to the confidentiality and restricted use obligations in this Section 16.1, including any and all copies thereof; and
- (b) delete all such information, including any and all copies thereof, from its data media.

For the avoidance of doubt, unless otherwise provided in the Agreement the obligation to return information set forth in the preceding paragraph shall not apply to any Documentation, as defined in Section 1.9 above, provided to SAS under the Agreement.

Each party shall ensure that the confidentiality and restricted use obligations under this Section 16.1 are fully observed by its officers, directors, employees and any other persons for whom it is responsible.

- 16.2 The confidentiality and restricted use obligations set forth in Section 16.1 above shall apply for at least five years following the completion, termination or expiry, as the case may be, of the Agreement.
- 16.3 Notwithstanding this Section 16, SAS shall always be entitled to share all information received from or relating to the Supplier or its business operations with any SAS Group Companies and to the extent necessary, with any third party supplier retained by SAS (or by any other SAS Group company) for the purpose of providing data processing and IT systems management services or other services to or on behalf of the SAS Group, provided that any such party with which the information has been shared shall keep such information strictly confidential on terms no less stringent than those provided in Section 16.1 above.
- 16.4 Notwithstanding anything to the contrary provided in the Agreement, because money damages may be an inadequate remedy for the breach or threatened breach of this Section 16, either party shall be entitled, without waiving, and without prejudice to, any rights or remedies available to it under the Agreement or applicable law, to such injunctive relief, specific performance or other remedy as may be deemed proper by a court of competent jurisdiction with respect to such breach or threatened breach of this Section 16 by the other party or anyone for which the other party is responsible.

17. INTELLECTUAL PROPERTY RIGHTS; INFRINGEMENTS, ETC.

- 17.1 Subject to the due payment by SAS, unless provided otherwise in the Agreement it is agreed that SAS shall acquire title to and ownership in all Deliverables/Results under the Agreement, including any and all intellectual property rights therein or pertaining thereto. The Supplier warrants that such title and ownership shall be full and complete and shall include an unrestricted and exclusive right to change, duplicate, exploit, transfer, assign or otherwise dispose of in any way, such Deliverables/Results.

Moreover, the Supplier warrants that all Deliverables/Results, as applicable, in and to which SAS 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.

- 17.2 With regard to such Deliverables/Results under the Agreement to which SAS shall not acquire title and ownership as set forth in Section 17.1 above, Supplier shall, unless otherwise provided in the Agreement and subject to the due payment by SAS, grant to SAS a perpetual, non-exclusive, and world-wide license to freely use (e.g. store, load, execute, display, operate, process, read, copy reproduce, translate etc.), all such Deliverables/Results (including any and all intellectual property rights therein or pertaining thereto) in its business by an unlimited number of users. Moreover, to the extent necessary SAS shall also have the right – itself and/or using internal expertise within the SAS Group and/or third party consultancy services – to maintain, customize, correct, bug-fix, or otherwise adjust or modify any such Deliverables/Results for free use in its business. Subject to Sections 17.7, 18.1 and 21.1 below, and except as may be provided otherwise in the Agreement, it is agreed that SAS' license and usage right 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 The Supplier warrants that no part of the Supplier's (or any subcontractor's) performance under the Agreement, including any method, process, technique or know-how 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).
- 17.4 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 performance and any method, process, technique or know-how used for such performance, as well as any Deliverables/Results (including any intellectual property rights therein or pertaining thereto), under or in connection with the Agreement:

- (a) the Supplier shall be liable for and agrees to indemnify SAS and its officers, directors, agents, representatives and employees from any Loss arising from or incurred by reason of such infringement; and
 - (b) the Supplier undertakes at its own cost and expense to either (i) secure for SAS' account the right to continue using the Deliverables/Results in question (or where applicable the methods used for achieving the Deliverables/Results) without adversely affecting in any way the purpose, scope or application of the Agreement or (ii) replace such Deliverables/Results or methods by an equivalent solution not potentially or actually constituting an infringement, provided that such equivalent solution shall be to the satisfaction of SAS and shall, as a minimum, be in compliance with the Agreement.
- 17.5 In the event SAS 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:
- (i) SAS undertakes to use reasonable efforts to notify the Supplier of the Claim without undue delay (provided, however, that in the event SAS 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 defense or results in substantially increased losses);
 - (ii) SAS shall not 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; and
 - (iii) where it is agreed that the Supplier shall handle the Claim, the Supplier shall do so with counsel reasonably acceptable to SAS and SAS shall, at the Supplier's expense, provide reasonable cooperation to the Supplier in defending or settling the Claim. Any such defense, settlement or other disposition of the Supplier shall be subject to SAS' prior written approval, such approval not to be unreasonably withheld or delayed. SAS shall be entitled, at any time, to take over the handling of the Claim, in whole or in part, from the Supplier.

17.6 This Section 17 and any warranty, liability and indemnity of the Supplier provided in this Section shall apply notwithstanding any limitation of liability set forth in Section 10 above or any Warranty Period as defined in Section 8 above.

17.7 Notwithstanding, where applicable, any license or usage rights provisions stipulated in the Agreement, SAS shall always be entitled to grant access and right of use with regard to any Deliverables/Results (including any intellectual property rights therein or pertaining thereto) under the Agreement, to any SAS Group company and, to the extent necessary, any third party supplier retained by SAS (or by any other SAS Group company) for the purpose of providing data processing and IT systems management services or other services to or on behalf of the SAS Group.

17.8 Any material, documentation, specifications, data, know-how, information etc. (including any confidential information referenced in Section 16 above) provided or produced by SAS or any third party under or in connection with the Agreement, as applicable, shall remain the exclusive property of SAS 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.

18. SAS GROUP COMPANIES AND STAR ALLIANCE

18.1 It is agreed that each SAS Group company shall be entitled to benefit from the Agreement and shall have the right, for its own part, to invoke any provision and exercise any right provided under the Agreement, on corresponding terms and conditions.

18.2 If any member of STAR Alliance should conclude an agreement with Supplier regarding delivery of products/services similar to those to be provided under this Agreement, such STAR Alliance member shall be granted terms and conditions no less favourable than the terms offered to SAS hereunder. Should a STAR Alliance member require other terms, Supplier and such member shall use their best efforts to agree on terms similar to the terms of this Agreement.

19. CORPORATE SOCIAL RESPONSIBILITY (CSR)

19.1 **Environment.** The Supplier and any subcontractors shall have a documented environmental policy and a high level of environmental awareness and assume responsibility for compliance with applicable legal requirements. The Supplier and any subcontractors shall also have an up-to-date activity program to reduce environmental loads in the production and transport chain (as applicable), including but not limited to:

- (a) reduced consumption of materials;
- (b) reduced discharge of substances alien to nature (earth, water, air) and minimized use of products harmful to humans and wildlife;
- (c) reduced waste volumes;

(d) reduced energy and water consumption; and

(e) focus on recycling.

The Supplier shall, if requested by SAS, present a report to SAS on results achieved with regard to issues in this Section 19.1

19.2 **Global Compact.** The Supplier and any subcontractors shall comply with the principles stated in the UN Global Compact – a program for good citizenship with the aim of combating corruption and protecting human liberties and rights, labour standards and the environment.

19.3 **Anti-corruption.** The Supplier undertakes to ensure that the Supplier and all persons representing, associated with or otherwise performing services for or on behalf of the Supplier comply with all applicable anti-corruption legislation and policies, including the Swedish, Danish and Norwegian anti-bribery legislation, the UK Bribery Act and the US Foreign Corrupt Practices Act. SAS shall be entitled, without any liability to the Supplier, to terminate the Agreement with immediate effect in the event it concludes, in its absolute discretion, that the Supplier or any of its representatives has committed a breach of this Section 19.3 or that such breach is likely to occur.

20. EXTERNAL INFORMATION

20.1 Advertising, articles, press releases or other communications, directed at any third party, including or referencing the business name, logo or other trademark or trade name of SAS (whether in full or short form), shall always be subject to SAS' prior written approval in each instance. Such approval may be withdrawn at any time at SAS' discretion.

21. ASSIGNMENT

21.1 Neither party shall be entitled to assign, lease, pledge or otherwise dispose of its rights or obligations under the Agreement, in whole or in part, without the prior written approval of the other party. However, SAS shall be entitled at its own discretion to assign, in whole or in part, the Agreement and/or any rights or obligations under the Agreement to another company within the SAS Group.

22. OBLIGATIONS REGARDING NOTIFICATION

22.1 The Supplier shall notify SAS in writing without delay if any of the following events should occur or should appear likely to occur:

- (a) any Delay;
- (b) any material change in the ownership structure of the Supplier or the part of the Supplier's business being responsible for the performance under the Agreement;
- (c) any actual, potential or alleged infringement of any third party rights;
- (d) if the Supplier or any subcontractor suspends its payments or should enter into liquidation, be declared bankrupt or otherwise be deemed insolvent or enter into composition or company reorganization;
- (e) the occurrence or cessation of an event of Force Majeure referred to in Section 9 above;
- (f) if the Supplier under or in connection with any delivery/performance (or part thereof) under the Agreement will receive remuneration from any third party;
- (g) if any delivery/performance (or part thereof) under the Agreement will have any impact on any other company, assignment or matter in which the Supplier has an interest or has undertaken to look after the interests of any third party; or
- (h) if the Supplier, or anyone for which the Supplier is responsible, commits a criminal offence towards SAS or is otherwise engaged in or associated with criminal activities.

22.2 The notification obligation set forth in Section 22.1 above does not entail any discharge from liability or waiver of other applicable provisions.

23. NOTICES

23.1 Any written notice, approval etc. under the Agreement (collectively "**Notice**"), shall be deemed to be sufficiently and duly given by a party if (i) delivered personally or by courier; (ii) sent by certified or registered mail; or (iii) transmitted by fax or e-mail, to the relevant contact persons and at the address, as specified by the other party from time to time. Each party may, at any time, change its contact persons, address or other contact details for the purpose hereof 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 mail, on the third business days 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 SAS and the Supplier.
- 24.2 As regards changes to any delivery/performance under the Agreement, reference is made to Section 3.5 above.
- 24.3 No consent or waiver, express or implied, by either party of any breach or default of the other party in performing its obligations under the Agreement, shall be deemed or construed to be a consent or waiver of any other breach or default by the other party of the same or any other obligation under the Agreement. No failure or delay of either party to exercise any right, power or remedy in connection with the Agreement, will operate as a waiver thereof. For the avoidance of doubt, any consent given by a party under the Agreement, as applicable, shall be applicable only as to the specific scope and purpose for which the consent was given, and the other party may not invoke such consent for any other scope or purpose.

25. PRIORITY OF INTERPRETATION; DISPUTES ETC.

- 25.1 In the event of any dispute regarding the interpretation of a provision of the Agreement (including any delivery/performance under the Agreement), SAS' interpretation thereof shall prevail until the matter has been finally resolved. If SAS intends to exercise its right of priority of interpretation, SAS shall notify the Supplier in writing and such notice shall include a reference to this Section 25.1 as well as a description of SAS' interpretation of the disputed provision. However, it is expressly agreed that SAS may exercise its interpretation priority rights under this Section 25.1 only upon the authorization of Corporate Purchasing of the SAS Group.
- 25.2 All disputes, controversies or claims arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm, Sweden. Any and all information disclosed during the arbitration procedure including the contents of the award shall be deemed confidential and subject to the terms and conditions of Section 16 above.
- 25.3 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 by reason of or with reference to any dispute or controversy with SAS under the Agreement.

26. GOVERNING LAW

- 26.1 The Agreement shall be governed by and construed in accordance with Swedish law without reference to its principles of conflicts of laws.